

# AUTO CR - LOG SUMMARY #1052944

TYPE: CR

## Incident Finding / Overall Case Finding

Description of Incident	Finding	Entered By	Entered Date
	(None Entered)		

## Reporting Party Information

	Role	Name	Star No.	Emp No.	UOA / UOD	Position	Sex	Race	Address	Phone
CPD Employee	Reporting Party Third Party	KLIMAS, ROBERT J			121 /	COMMANDER	M	WHI		

## Incident Information

Incident From Date/Time	Address of Incident	Beat	Dist. Of Occurrence	Location Code	Location Description
-------------------------	---------------------	------	---------------------	---------------	----------------------

## Accused Members

	Role	Name	Star No.	Emp No.	UOA / UOD	Position	Status	Initial / Intake Allegation
CPD Employee	Accused	BILSKI, DENNIS	11268		011 /	POLICE OFFICER	OFF Duty	It is reported that the accused officer violated the City of Chicago ethics ordinance.

## Other Involved Parties

	Role	Name	Star No.	Emp No.	UOA / UOD	Position	Sex	Race	Address	Phone
NON-CPD	Witness						M	WHI		
NON-CPD	Witness						F	WHI		

## Involved Party Associations

Role	Rep. Party Name	Related Person	Relationship
Reporting Party Third Party	KLIMAS, ROBERT J	BILSKI, DENNIS	NO RELATIONSHIP
Reporting Party Third Party	KLIMAS, ROBERT J		NO RELATIONSHIP
Reporting Party Third Party	KLIMAS, ROBERT J		NO RELATIONSHIP

## Incident Details

CR Required?		Manner Incident Received?	PAX
Confidential?		Biased Language?	N
Extraordinary Occurrence?	N	Bias Based Profiling?	N
Police Shooting (U)?	N	Alcohol Related?	N
Non Disciplinary Intervention:	N	Pursuit Related?	N
Initial Assignment:	IAD	Violence in Workplace?	N
Notify IAD Immediately?	N	Domestic Violence?	N
EEO Complaint No.:			
Civil Suit No.:		Civil Suit Settled Date:	
Notify Chief Administrator?	N	Notify Chief?	
Notify Coordinator?		Notification Does Not Apply?	Y
Notification Other?	N		
Notification Comments:	INATION REPORT NOT RECEIVED AT THE END OF TOUR DUTY.		

## Incident Category List

Incident Category	Primary?	Initial?
10Z - GROUP 10 - OPERATION/PERSONNEL VIOLATIONS (ON DUTY) MISCELLANEOUS	Y	Y
10Z - GROUP 10 - OPERATION/PERSONNEL VIOLATIONS (ON DUTY) MISCELLANEOUS	Y	N

## Investigator History

Investigator	Type	Assigned Team	Assigned Date	Scheduled End Date	Investigation End Date	No. of Days
ASSAF, MAJED	Primary	GENERAL INVESTIGATION SECTION	12-APR-2012	12-MAY-2012	03-MAY-2012	21
CANNIZZO, STEVEN	Supervisor	GENERAL INVESTIGATION SECTION	12-APR-2012	12-MAY-2012	03-MAY-2012	

## Extension History

Name	Previous Scheduled End Date	Extended Scheduled End Date	Date Certified Letter Sent	Reason Selected	Explanation	Extension Report Date	Approved By	Approved Date	Approval Comments
------	-----------------------------	-----------------------------	----------------------------	-----------------	-------------	-----------------------	-------------	---------------	-------------------

## Current Allegations

Accused Name	Seq. No.	Allegation	Category	Subcategory	Finding
BILSKI, DENNIS	1	It is alleged by the complainant, Commander Robert KLIMAS, Unit 121, that between May 2010 and November 2010 at [REDACTED] the accused P/O Dennis BILSKI #11268, Employee # [REDACTED] Unit 011, violated the City of Chicago ethics ordinance by sub-contracting with the Northcenter Chamber of Commerce to provide landscaping services for Special Service Area (SSA) #38, which receives funding from the City of Chicago.	009 GROUP 09 - CONDUCT UNBECOMING VIOLATIONS (OFF DUTY)	MISCELLANEOUS	UNFOUNDED
BILSKI, DENNIS	2	It is alleged by the complainant, Commander Robert KLIMAS, Unit 121, that between May 2011 and November 2011 at [REDACTED] the accused P/O Dennis BILSKI #11268, Employee # [REDACTED] Unit 011, violated the City of Chicago ethics ordinance by sub-contracting with the Northcenter Chamber of Commerce to provide landscaping services for Special Service Area (SSA) #38, which receives funding from the City of Chicago.	009 GROUP 09 - CONDUCT UNBECOMING VIOLATIONS (OFF DUTY)	MISCELLANEOUS	UNFOUNDED

## Situations (Allegation Details)

Accused Name	Alleg. No.	Situation	Victim/Offender Armed?	Weapon Types	Weapon Other	Weapon Recovered?	Deceased?
--------------	------------	-----------	------------------------	--------------	--------------	-------------------	-----------

## Status History

Resulting Status	Status Date/Time	Created By	Position	UOA / UOD	Comments
CLOSED/FINAL	04-JUN-2012 10:56	SPARKS, SHERELL	POLICE AGENT	121 /	
PENDING IMPLEMENT ACTION	04-JUN-2012 10:50	SPARKS, SHERELL	POLICE AGENT	121 /	
PENDING REVIEW AFTER COMMAND CHANNEL (I.A.D.)	01-JUN-2012 09:52	ESCALANTE, JOHN	DEP CHIEF	142 / 213	
PENDING COMMAND CHANNEL REVIEW	14-MAY-2012 02:27	WASHINGTON, ERIC	COMMANDER	011 /	
PENDING COMMAND CHANNEL REVIEW	14-MAY-2012 07:11	ROWAN, JAMES	SERGEANT OF POLICE	121 /	
PENDING ADVOCATE REVIEW	10-MAY-2012 02:13	SPARKS, SHERELL	POLICE AGENT	121 /	
PENDING REVIEW INCIDENT (I.A.D./DISTRICT USE)	03-MAY-2012 01:16	CANNIZZO, STEVEN	SERGEANT OF POLICE	121 /	
PENDING LIEUTENANT REVIEW	03-MAY-2012 01:16	CANNIZZO, STEVEN	SERGEANT OF POLICE	121 /	
PENDING LIEUTENANT REVIEW	03-MAY-2012 09:36	ASSAF, MAJED	SERGEANT OF POLICE	121 /	
PENDING INVESTIGATIVE REVIEW	03-MAY-2012 09:35	ASSAF, MAJED	SERGEANT OF POLICE	121 /	
PENDING INVESTIGATION	12-APR-2012 08:38	ASSAF, MAJED	SERGEANT OF POLICE	121 /	
PENDING ASSIGN INVESTIGATOR	10-APR-2012 01:36	CLARK, SUSAN	LIEUTENANT OF POLICE	121 /	 Type Changed from INFO to CR on 10-APR-2012 13:36 by CLARK, SUSAN
PENDING APPROVE TEAM	10-APR-2012 12:45	HIKSON, BRIGID	POLICE OFFICER	121 /	
PENDING ASSIGN TEAM	30-MAR-2012 03:33	DEAN, BRUCE	SUPERVISING INV COPA	113 /	
PENDING SUPERVISOR REVIEW	30-MAR-2012 02:54	DOUGLAS, KHRYSTL	INTAKE AIDE		
PRELIMINARY	29-MAR-2012 01:44	DOUGLAS, KHRYSTL	INTAKE AIDE		

## Attachments

No.	Type	Related Person	No. of Pages	Narrative	Original in File	Entered By	Entered Date/Time	Status	Approve Content	Approve Inclusion
1	INVESTIGATION					ASSAF, MAJED	25-APR-2012 12:57			
1	FACE SHEET					DOUGLAS, KHRYSTL	29-MAR-2012 01:44			
2	CONFLICT CERTIFICATION					ASSAF, MAJED	25-APR-2012 12:57			
3	DOCUMENTS - INVESTIGATION		1	Sworn Affidavit Not required	Y	ASSAF, MAJED	25-APR-2012 12:59	APPROVED		
4	DOCUMENTS - INVESTIGATION		56	Economic Disclosure Statement for Fiscal Year 2012	Y	ASSAF, MAJED	25-APR-2012 01:07	APPROVED		
5	DOCUMENTS - INVESTIGATION		44	Economic Disclosure Statement for Fiscal Year 2012 continued	Y	ASSAF, MAJED	25-APR-2012 01:07	APPROVED		
6	DOCUMENTS - INVESTIGATION		84	Economic Disclosure Statement for Fiscal Year 2011	Y	ASSAF, MAJED	25-APR-2012 01:08	APPROVED		
7	DOCUMENTS - INVESTIGATION		20	Board of ethics Advisory Opinion	Y	ASSAF, MAJED	25-APR-2012 01:09	APPROVED		
8	DOCUMENTS - INVESTIGATION		16	Copies of PO BILSKI landscaping invoices and cancelled SSA #38 Checks	Y	ASSAF, MAJED	25-APR-2012 01:11	APPROVED		
9	DOCUMENTS - INVESTIGATION		3	Statement of Witness [REDACTED]	Y	ASSAF, MAJED	25-APR-2012 01:12	APPROVED	Y	
10	DOCUMENTS - INVESTIGATION		1	PO BILSKI Ethics Training record	Y	ASSAF, MAJED	26-APR-2012 01:29	APPROVED		
11	ACCUSED NOTIFICATION OF ALLEGATIONS	ACCUSED - BILSKI, DENNIS				ASSAF, MAJED	26-APR-2012 01:35	ACCUSED ACKNOWLEDGED ALLEGATIONS		
12	DOCUMENTS - INVESTIGATION		3	Statement of PO BILSKI	Y	ASSAF, MAJED	02-MAY-2012 05:01	APPROVED	Y	
13	DOCUMENTS - INVESTIGATION		1	PO BILSKI and attorney each given copy of report	Y	ASSAF, MAJED	02-MAY-2012 05:02	APPROVED		
14	DOCUMENTS - INVESTIGATION		1	Progress Report - Telephonic Interview of [REDACTED]	Y	ASSAF, MAJED	03-MAY-2012 07:25	APPROVED	Y	
	DOCUMENTS - INVESTIGATION		6	Closing Packet	Y	ASSAF, MAJED	03-MAY-2012 09:30	APPROVED		
	DOCUMENTS - INVESTIGATION		4	Statement of Sgt. BARNES	Y	ASSAF, MAJED	26-APR-2012 11:40	DELETED		

## Review Incident

Review Type	Accused/Involved Member Name	Result Type	Reviewed By	Position	Unit	Review Date	Remarks
ASSISTANT ADVOCATE REVIEW	BILSKI, DENNIS	SUBMITTED	SPARKS, SHERELL	SERGEANT OF POLICE	006	04-JUN-2012 10:50	CTR
ASSISTANT ADVOCATE REVIEW		SUBMITTED	SPARKS, SHERELL	SERGEANT OF POLICE	006	10-MAY-2012 02:13	Ready for CCR. To Advocate for review & forward onto CCR.
LIEUTENANT REVIEW		SUBMITTED	CANNIZZO, STEVEN	SERGEANT OF POLICE	121	03-MAY-2012 01:16	
LIEUTENANT REVIEW		SUBMITTED	CANNIZZO, STEVEN	SERGEANT OF POLICE	121	03-MAY-2012 01:16	
SERGEANT REVIEW		SUBMITTED	ASSAF, MAJED	SERGEANT OF POLICE	121	03-MAY-2012 09:36	

## Review Accused

Review Type	Accused/Involved Member Name	Result Type	Reviewed By	Position	Unit	Review Date	Remarks
ADVOCATE OFFICE CLOSING STEPS	BILSKI, DENNIS	SUBMITTED	SPARKS, SHERELL	SERGEANT OF POLICE	006	04-JUN-2012 10:56	CTR
COMMAND CHANNEL REVIEW	BILSKI, DENNIS	SUBMITTED	ESCALANTE, JOHN	FIRST DEPUTY SUPT.	140	01-JUN-2012 09:52	
COMMAND CHANNEL REVIEW	BILSKI, DENNIS	SUBMITTED	WASHINGTON, ERIC	LIEUTENANT OF POLICE	121	14-MAY-2012 02:27	
ADVOCATE REVIEW	BILSKI, DENNIS	SUBMITTED	ROWAN, JAMES	SERGEANT OF POLICE	121	14-MAY-2012 07:11	

## Accused Finding History

Accused	Allegation	Reviewed By	Reviewed Date/Time	CCR?	Concur?	Finding	Finding Comments
BILSKI, DENNIS	2. It is alleged by the complainant, Commander Robert KLIMAS, U...	ESCALANTE, JOHN	01-JUN-2012 09:52	Y	Y	UNFOUNDED	
BILSKI, DENNIS	1. It is alleged by the complainant, Commander Robert KLIMAS, U...	ESCALANTE, JOHN	01-JUN-2012 09:52	Y	Y	UNFOUNDED	
BILSKI, DENNIS	1. It is alleged by the complainant, Commander Robert KLIMAS, U...	WASHINGTON, ERIC	14-MAY-2012 02:27	Y	Y	UNFOUNDED	

## Accused Finding History

Accused	Allegation	Reviewed By	Reviewed Date/Time	CCR?	Concur?	Finding	Finding Comments
BILSKI, DENNIS	2. It is alleged by the complainant, Commander Robert KLIMAS, U...	WASHINGTON, ERIC	14-MAY-2012 02:27	Y	Y	UNFOUNDED	
BILSKI, DENNIS	2. It is alleged by the complainant, Commander Robert KLIMAS, U...	ASSAF, MAJED	03-MAY-2012 09:35			UNFOUNDED	
BILSKI, DENNIS	1. It is alleged by the complainant, Commander Robert KLIMAS, U...	ASSAF, MAJED	03-MAY-2012 09:35			UNFOUNDED	

## Accused Penalty History

Accused	Reviewed By	Reviewed Date/Time	CCR?	Concur?	Penalty	Penalty Comments
---------	-------------	--------------------	------	---------	---------	------------------

## Findings

Accused Name	Allegations	Category	Concur?	Findings	Comments
BILSKI, DENNIS	It is alleged by the complainant, Commander Robert KLIMAS, Unit 121, that between May 2010 and November 2010 at [REDACTED], the accused P/O Dennis BILSKI #11268, Employee # [REDACTED], Unit 011, violated the City of Chicago ethics ordinance by sub-contracting with the Northcenter Chamber of Commerce to provide landscaping services for Special Service Area (SSA) #38, which receives funding from the City of Chicago.	009 GROUP 09 - CONDUCT UNBECOMING VIOLATIONS (OFF DUTY)		UNFOUNDED	
BILSKI, DENNIS	It is alleged by the complainant, Commander Robert KLIMAS, Unit 121, that between May 2011 and November 2011 at [REDACTED], the accused P/O Dennis BILSKI #11268, Employee # [REDACTED], Unit 011, violated the City of Chicago ethics ordinance by sub-contracting with the Northcenter Chamber of Commerce to provide landscaping services for Special Service Area (SSA) #38, which receives funding from the City of Chicago.	009 GROUP 09 - CONDUCT UNBECOMING VIOLATIONS (OFF DUTY)		UNFOUNDED	



# FACE SHEET (Notification Date: 29-MAR-2012) - LOG #1052944

TYPE: CR

## Reporting Party Information

	Role	Name	Star No.	Emp No.	UOA / UOD	Position	Sex	Race	Address	Phone
CPD Employee	Reporting Party Third Party	KLIMAS, ROBERT J			121 /	COMMANDER	M	WHI		

## Incident Information

Incident From Date/Time	Address of Incident	Beat	Dist. Of Occurrence	Location Code	Location Description
-------------------------	---------------------	------	---------------------	---------------	----------------------

## Accused Members

	Role	Name	Star No.	Emp No.	UOA / UOD	Position	Status	Initial / Intake Allegation
CPD Employee	Accused	BILSKI, DENNIS	11268		011 /	POLICE OFFICER	ON Duty	It is reported that the accused officer violated the City of Chicago ethics ordinance.

## Incident Details

CR Required?		Manner Incident Received?	PAX
Confidential?		Biased Language?	N
Extraordinary Occurrence?	N	Bias Based Profiling?	N
Police Shooting (U)?	N		
Motor Vehicle (V)?		Alcohol Related?	N
Non Disciplinary Intervention:	N	Pursuit Related?	N
Initial Assignment:	IAD	Violence in Workplace?	N
Notify IAD Immediately?	N	Domestic Violence?	N
EEO Complaint No.:			
Civil Suit No.:		Notify Chief?	
Notify Chief Administrator?	N	Notification Does Not Apply?	Y
Notify Coordinator?			
Notification Other?	N		

## Initial Incident Category List

Initial Incident Category	Primary?
10Z - GROUP 10 - OPERATION/PERSONNEL VIOLATIONS (ON DUTY) MISCELLANEOUS	Y
10Z - GROUP 10 - OPERATION/PERSONNEL VIOLATIONS (ON DUTY) MISCELLANEOUS	Y

## Assignment History

Assigned To	Assigned Team	Investigator	Assignment Date/Time	Assigned By	Reason
IAD	GENERAL INVESTIGATION SECTION	CANNIZZO, STEVEN (SUPERVISOR)	12-APR-2012 08:38	ASSAF, MAJED	
IAD	GENERAL INVESTIGATION SECTION	ASSAF, MAJED (PRIMARY INV)	12-APR-2012 08:38	ASSAF, MAJED	
IAD	GENERAL INVESTIGATION SECTION	-	10-APR-2012 12:45	HIKSON, BRIGID	
IAD	INTERNAL AFFAIRS DIVISION	-	29-MAR-2012 13:44	DOUGLAS, KHRYSTL	

## Status History

Resulting Status	Status Date/Time	Created By	Position	UOA / UOD	Comments
CLOSED/FINAL	04-JUN-2012 10:56	SPARKS, SHERELL	POLICE AGENT	121 /	
PENDING IMPLEMENT ACTION	04-JUN-2012 10:50	SPARKS, SHERELL	POLICE AGENT	121 /	
PENDING REVIEW AFTER COMMAND CHANNEL (I.A.D.)	01-JUN-2012 09:52	ESCALANTE, JOHN	DEP CHIEF	142 / 213	
PENDING COMMAND CHANNEL REVIEW	14-MAY-2012 02:27	WASHINGTON, ERIC	COMMANDER	011 /	

## Status History

Resulting Status	Status Date/Time	Created By	Position	UOA / UOD	Comments
PENDING COMMAND CHANNEL REVIEW	14-MAY-2012 07:11	ROWAN, JAMES	SERGEANT OF POLICE	121 /	
PENDING ADVOCATE REVIEW	10-MAY-2012 02:13	SPARKS, SHERELL	POLICE AGENT	121 /	
PENDING REVIEW INCIDENT (I.A.D./DISTRICT USE)	03-MAY-2012 01:16	CANNIZZO, STEVEN	SERGEANT OF POLICE	121 /	
PENDING LIEUTENANT REVIEW	03-MAY-2012 01:16	CANNIZZO, STEVEN	SERGEANT OF POLICE	121 /	
PENDING LIEUTENANT REVIEW	03-MAY-2012 09:36	ASSAF, MAJED	SERGEANT OF POLICE	121 /	
PENDING INVESTIGATIVE REVIEW	03-MAY-2012 09:35	ASSAF, MAJED	SERGEANT OF POLICE	121 /	
PENDING INVESTIGATION	12-APR-2012 08:38	ASSAF, MAJED	SERGEANT OF POLICE	121 /	
PENDING ASSIGN INVESTIGATOR	10-APR-2012 01:36	CLARK, SUSAN	LIEUTENANT OF POLICE	121 /	 Type Changed from INFO to CR on 10-APR-2012 13:36 by CLARK, SUSAN
PENDING APPROVE TEAM	10-APR-2012 12:45	HIKSON, BRIGID	POLICE OFFICER	121 /	
PENDING ASSIGN TEAM	30-MAR-2012 03:33	DEAN, BRUCE	SUPERVISING INV COPA	113 /	
PENDING SUPERVISOR REVIEW	30-MAR-2012 02:54	DOUGLAS, KHRYSTL	INTAKE AIDE		
PRELIMINARY	29-MAR-2012 01:44	DOUGLAS, KHRYSTL	INTAKE AIDE		

**SWORN AFFIDAVIT FOR COMPLAINT LOG INVESTIGATION**  
CHICAGO POLICE DEPARTMENT

STATE OF ILLINOIS     )  
                                      )     CC  
COUNTY OF COOK     )

Location of Incident	Date	Time
----------------------	------	------

Summary of Statement(s):

I, \_\_\_\_\_ here

1. I have read the above summary and/or \_\_\_\_\_, in its entirety, reviewed it for accuracy and \_\_\_\_\_ opportunity to make corrections and additions to the s
2. Under penalties as provided \_\_\_\_\_ 735 ILCS 5/1-109, I certify that the information set fr \_\_\_\_\_ it(s) above and/or attached summary are true and \_\_\_\_\_ to any matters therein stated to be on information and \_\_\_\_\_ atters, I certify as aforesaid that I verily believe the same

Print Affiant's Name \_\_\_\_\_

Print Witness's Name \_\_\_\_\_

Affiant's Signature \_\_\_\_\_

Witness's Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**CITY OF CHICAGO**  
**ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT**  
**Related to Contract/Amendment/Solicitation**  
**EDS # 24379**

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting the EDS:

Northcenter Chamber of Commerce

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

4054 N Lincoln Ave  
Northcenter Chamber of Commerce  
Chicago, IL 60618  
United States

C. Telephone:

773-525-3609

Fax:

Email:

Garrett@Northcenterchamber.com

D. Name of contact person:

Mr. Garrett P FitzGerald

E. Federal Employer Identification No. (if you have one):

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

To allow the Northcenter Chamber of Commerce to enter into a contract with HED to provide services in SSA# 38 Northcenter, and to request a levy for the SSA#38 2012 budget.

Which City agency or department is requesting this EDS?

DEPT OF HOUSING AND ECONOMIC DEVELOPMENT

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Not-for-profit corporation

Is the Disclosing Party also a 501(c)(3) organization?

No

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

### B. DISCLOSING PARTY IS A LEGAL ENTITY:



1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director:	Mr. Simon Stein
Title:	President
Role:	Both
-----	
Officer/Director:	Ms. Shawauna Ward
Title:	2nd Vice President
Role:	Both
-----	
Officer/Director:	Mr. Joe Burke
Title:	Secretary
Role:	Both
-----	
Officer/Director:	Mr. Mike McCallum
Title:	
Role:	Director
-----	
Officer/Director:	Ms. Kat Mackenzie
Title:	
Role:	Director
-----	
Officer/Director:	Mr. Garrett FitzGerald
Title:	Executive Director
Role:	Both
-----	
Officer/Director:	Mrs. Mirabel Selva
Title:	1st Vice President
Role:	Both
-----	
Officer/Director:	Mr. Tom Fencl
Title:	Treasurer
Role:	Both
-----	
Officer/Director:	Mr. Rico Tallud
Title:	

Role: Director  
 -----  
 Officer/Director: Mr. Ben Kennedy  
 Title:  
 Role: Director  
 -----  
 Officer/Director: Ms. Donna Shultz  
 Title:  
 Role: Director  
 -----  
 Officer/Director: Mrs. Sarahg Spraker  
 Title:  
 Role: Director  
 -----  
 Officer/Director: Tony Guillen  
 Title:  
 Role: Director  
 -----  
 Officer/Director: Laura Engel  
 Title:  
 Role: Director  
 -----

1.a.5 Are there any members of the non-for-profit Disclosing Party which are legal entities?

No

### SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

### SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the

fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

Name:	Clarence Davids & Company
Anticipated/ Retained:	Anticipated
Business Address:	23900 W. 127th St. Plainfield, IL 60585 United States
Relationship:	Subcontractor - non MWDBE
Fees (\$\$ or %):	\$51,000
Estimated/Paid:	Estimated
-----	
Name:	Tim's Snowplowing, Inc
Anticipated/ Retained:	Anticipated
Business Address:	1622 N. Kedzie Ave. chicago, IL 60647 United States
Relationship:	Subcontractor - non MWDBE
Fees (\$\$ or %):	\$42,500
Estimated/Paid:	Estimated
-----	
Name:	Neumann Family Services
Anticipated/ Retained:	Anticipated

**Business Address:** 5547 N. Ravenswood Avenue  
Chicago, IL 60640 United States  
**Relationship:** Subcontractor - non MWDBE  
**Fees** \$30,500  
**(\$\$ or %):**  
**Estimated/Paid:** Estimated

---

3. Has the Disclosing Party retained any persons in connection with the Matter?

Yes

4. List below the names of all persons who are retained parties.

**Name:** Mr. Jay Kowalski  
**Anticipated/Retained:** Retained  
**Business Address:** 5500 N. Paris  
Chicago, IL 60656 United States  
**Relationship:** Accountant  
**Fees** \$2,500  
**(\$\$ or %):**  
**Estimated/Paid:** Estimated

---

**Name:** Mr. Dennis Bilski  
**Anticipated/Retained:** Anticipated  
**Business Address:** 5322 N. Olcott  
Chicago, IL 60656 United States  
**Relationship:** Subcontractor - non MWDBE  
**Fees** \$8,500  
**(\$\$ or %):**  
**Estimated/Paid:** Estimated

---

## SECTION V -- CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

## B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;



- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S.

Department of the Treasury or the Bureau of Industry and Security of the U.S.  
Department of Commerce or their successors: the Specially Designated Nationals  
List, the Denied Persons List, the Unverified List, the Entity List and the Debarred  
List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable  
requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56  
(Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal  
Code.

I certify the above to be true

#### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal  
Code, the Disclosing Party

is not a "financial institution"

#### D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have  
the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or  
employee of the City have a financial interest in his or her own name or in the name  
of any other person or entity in the Matter?

No

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must  
disclose all required information in the space provided below or in an attachment in  
the "Additional Info" tab. Failure to comply with these disclosure requirements may  
make any contract entered into with the City in connection with the Matter voidable  
by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all  
records of the Disclosing Party and any and all predecessor entities regarding  
records of investments or profits from slavery or slaveholder insurance policies  
during the slavery era (including insurance policies issued to slaveholders that  
provided coverage for damage to or injury or death of their slaves), and the  
Disclosing Party has found no such records.

I can make the above verification

## **SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS**

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

## **SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at [www.cityofchicago.org/city/en/depts/ethics.html](http://www.cityofchicago.org/city/en/depts/ethics.html), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to the above.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

## FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

## ADDITIONAL INFO

Please add any additional explanatory information here. If needed you may add an attachment below.

None



List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

None.

### **CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

/s/ 10/26/2011

Mr. Garrett P FitzGerald

Executive Director

Northcenter Chamber of Commerce

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.



**CERTIFICATE OF FILING FOR**  
**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT**

EDS Number: [REDACTED]  
Certificate Printed on: 10/26/2011

Date of This Filing: 10/26/2011 04:16 PM  
Original Filing Date: 08/24/2011 12:14 PM

Disclosing Party: Northcenter Chamber of  
Commerce

Title: Executive Director

Filed by: Mr. Garrett P FitzGerald

Matter: To allow the Northcenter Chamber of  
Commerce to enter into a contract with HED to  
provide services in SSA# 38 Northcenter, and  
to request a levy for the SSA#38 2012 budget.

Applicant: Northcenter Chamber of Commerce

Specification #:

Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting  
<https://webapps.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search.  
Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

### EXHIBIT 3

## CONTRACTOR INSURANCE PROVISIONS

### INSURANCE REQUIREMENTS

#### Special Services Area

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

#### A. **INSURANCE TO BE PROVIDED**

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (**not to include Endorsement CG 21 39 or equivalent**). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or Services.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$500,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

4) Professional Liability

When any professional consultants (e.g.; CPA's, Attorney, Architects, Engineers) perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$500,000. When policies are renewed or replaced, the policy retroactive date must

coincide with, or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) Crime

The Contractor is responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks.

**B. SECURITY FIRMS**

If the Contractor enters into a subcontract with a Security Firm, such Security Firm must be certified by State of Illinois, and the Security Firm's employees must be registered and certified by the State. Contractor must ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provision set forth in Exhibit 4 of this Agreement, attached hereto and incorporated by references as though fully set forth herein.

**C. ADDITIONAL REQUIREMENTS**

Contractor must furnish the City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent prior to execution of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The Contractor must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Contractor under this Agreement.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Contractor must require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Agreement.

If Contractor or Subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.



## EXHIBIT 4

### SECURITY FIRM INSURANCE PROVISIONS

#### CONTRACT INSURANCE REQUIREMENTS

The Security Firm must provide and maintain at Security Firm's own expense, until Contract completion and during the time period following expiration if Security Firm is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

#### A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability **(not to include Endorsement CG 21 39 or equivalent but coverage must include Endorsement CG 22 74)**. The SSAC, City of Chicago and Contractor are to be named as an additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The SSAC, City of Chicago and Contractor are to be named as an additional insureds on a primary, non-contributory basis.

4) Professional Liability

Professional Liability Insurance covering acts, errors, or omissions must be maintained by the Security Firm with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on

the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

**B. ADDITIONAL REQUIREMENTS**

The Security Firm must furnish the Contractor and City of Chicago, Department of Housing and Economic Development (HED), City Hall, Room 1006, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm is not a waiver by the Contractor of any requirements for the Security Firm to obtain and maintain the specified coverages. The Security Firm shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Security Firm of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The Security Firm must provide for 60 days prior written notice to be given to the Contractor in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Security Firm.

The Security Firm hereby waives and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Security Firm in no way limit the Security Firm's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Security Firm is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Security Firm must require all subcontractors to provide the insurance required herein, or Security Firm may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Security Firm unless otherwise specified in this Contract.

If Security Firm or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

**EXHIBIT 5**

**Prevailing Wages  
(See Attached)**

# Cook County Prevailing Wage for November 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		35.200	35.700	1.5	1.5	2.0	12.18	8.820	0.000	0.450
ASBESTOS ABT-MEC		BLD		32.850	0.000	1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER		BLD		43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON		BLD		39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
CARPENTER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
CEMENT MASON		ALL		41.850	43.850	2.0	1.5	2.0	10.70	10.76	0.000	0.320
CERAMIC TILE FNSHER		BLD		33.600	0.000	2.0	1.5	2.0	9.200	6.680	0.000	0.580
COMM. ELECT.		BLD		36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP		ALL		41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRIC PWR GRNDMAN		ALL		32.640	46.850	1.5	1.5	2.0	8.000	10.12	0.000	0.240
ELECTRIC PWR LINEMAN		ALL		41.850	46.850	1.5	1.5	2.0	10.27	13.01	0.000	0.320
ELECTRICIAN		ALL		40.400	43.000	1.5	1.5	2.0	13.83	7.420	0.000	0.750
ELEVATOR CONSTRUCTOR		BLD		47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840	0.000
FENCE ERECTOR		ALL		32.660	34.660	1.5	1.5	2.0	12.42	10.00	0.000	0.250
GLAZIER		BLD		38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR		BLD		43.800	46.300	1.5	1.5	2.0	10.82	11.86	0.000	0.720
IRON WORKER		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
LABORER		ALL		35.200	35.950	1.5	1.5	2.0	12.18	8.820	0.000	0.450
LATHER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
MACHINIST		BLD		43.160	45.160	1.5	1.5	2.0	7.980	8.950	0.000	0.000
MARBLE FINISHERS		ALL		29.100	0.000	1.5	1.5	2.0	9.300	11.17	0.000	0.660
MARBLE MASON		BLD		39.030	42.930	1.5	1.5	2.0	9.300	11.17	0.000	0.730
MATERIAL TESTER I		ALL		25.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MATERIALS TESTER II		ALL		30.200	0.000	1.5	1.5	2.0	12.18	8.820	0.000	0.450
MILLWRIGHT		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
OPERATING ENGINEER		BLD 1		45.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 2		43.800	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 3		41.250	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 4		39.500	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 5		48.850	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 6		46.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		BLD 7		48.100	49.100	2.0	2.0	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		FLT 1		51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 2		49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 3		44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		FLT 4		36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER		HWY 1		43.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 2		42.750	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 3		40.700	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 4		39.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 5		38.100	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 6		46.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
OPERATING ENGINEER		HWY 7		44.300	47.300	1.5	1.5	2.0	14.40	9.550	1.900	1.250
ORNAMNTL IRON WORKER		ALL		40.200	42.450	2.0	2.0	2.0	12.67	14.81	0.000	0.500
PAINTER		ALL		38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS		BLD		32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000	0.000
PILEDRIIVER		ALL		40.770	42.770	1.5	1.5	2.0	12.34	11.25	0.000	0.530
PIPEFITTER		BLD		44.050	47.050	1.5	1.5	2.0	8.460	13.85	0.000	1.820
PLASTERER		BLD		39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER		BLD		44.750	46.750	1.5	1.5	2.0	11.59	9.060	0.000	0.780
ROOFER		BLD		37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER		BLD		40.460	43.700	1.5	1.5	2.0	9.830	16.25	0.000	0.630
SIGN HANGER		BLD		28.960	29.810	1.5	1.5	2.0	4.700	2.880	0.000	0.000
SPRINKLER FITTER		BLD		49.200	51.200	1.5	1.5	2.0	9.250	8.050	0.000	0.450
STEEL ERECTOR		ALL		40.750	42.750	2.0	2.0	2.0	13.20	19.09	0.000	0.350
STONE MASON		BLD		39.780	43.760	1.5	1.5	2.0	9.300	11.17	0.000	0.730
TERRAZZO FINISHER		BLD		35.150	0.000	1.5	1.5	2.0	9.200	9.070	0.000	0.430

TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	9.200	10.41	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	9.200	8.390	0.000	0.640
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	E ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

Legend: M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

## Explanations

### COOK COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished

interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft.; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including ¾ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast



Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

#### OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole

and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

**EXHIBIT 6**

**Performance Bond Form  
(See Attached)**

## **RIDER TO CONTRACTOR'S PERFORMANCE AND PAYMENT BOND**

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain contract with the City of Chicago ("City") bearing Contract No.\_\_\_\_\_ and Specification No.\_\_\_\_\_ ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

# CONTRACTOR'S PERFORMANCE & PAYMENT BOND

Know All Men by these Presents, That we,

Principal, hereinafter referred to as Contractor, and

Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this

day of

A.D., 20

The Condition of the Above Obligation is such,

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing

Contract No. \_\_\_\_\_ and Specification No. \_\_\_\_\_ all in conformity with said contract, for,

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgements, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120 day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

_____	(Seal)
Approved _____, 20____	_____
_____	(Seal)
Purchasing Agent	_____
_____	(Seal)
Approved as to form and legality:	_____
_____	(Seal)
Assistant Corporation Counsel	_____
	(Seal)

PRINCIPAL  
IF CORPORATION

STATE OF ILLINOIS, } ss.  
COUNTY OF COOK, }

I \_\_\_\_\_, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ President and

\_\_\_\_\_ Secretary of the \_\_\_\_\_  
who are personally known to me to be the same persons whose names are subscribed in the foregoing instrument as  
such \_\_\_\_\_ President and \_\_\_\_\_ Secretary, appeared  
before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as  
their free and voluntary act, and as the free and voluntary act of the said \_\_\_\_\_  
for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public

SURETY, IF CORPORATE

STATE OF ILLINOIS, } ss.  
COUNTY OF COOK, }

I \_\_\_\_\_, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

\_\_\_\_\_ of the \_\_\_\_\_ who \_\_\_\_\_ personally known  
to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed in the foregoing instrument as such \_\_\_\_\_  
\_\_\_\_\_, appeared before me this day in person and acknowledged that \_\_\_\_\_

signed, sealed and delivered the said instrument of writing as \_\_\_\_\_ free and voluntary act, and as the free  
and voluntary act of the said \_\_\_\_\_  
for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public

PRINCIPAL  
IF INDIVIDUAL

STATE OF ILLINOIS, } ss.  
COUNTY OF COOK, }

I \_\_\_\_\_, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

who \_\_\_\_\_ personally known to me to be the same persons whose name \_\_\_\_\_ subscribed in the foregoing  
instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ signed, sealed and delivered the  
said instrument of writing as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public



EXHIBIT 7

Contractor Affidavit

Contractor Name:

Special Service Area Number:

Agreement ("Agreement"):

Agreement between the City of Chicago and \_\_\_\_\_ dated  
\_\_\_\_\_, relating to the provision of special services.

**AFFIDAVIT**

The undersigned, \_\_\_\_\_, as \_\_\_\_\_, and on behalf of \_\_\_\_\_, having been duly sworn under oath, certifies that in the year \_\_\_\_\_, it performed that portion of the Services described in Exhibit 1 of the Agreement in accordance with the terms of the Agreement, to the extent described in the attached Full-Year Assessment Form and that it spent that portion of funds obtained from the City in connection with that Agreement on the Services described in Exhibit 1, to the extent described in the attached Full-Year Assessment Form. The Full-Year Assessment Form shall be in the form prescribed by the City and shall contain such level of detail as the City may require from time to time.

Nothing in this Affidavit may be construed as limiting Contractor's obligations under the Agreement. All terms not defined in this Affidavit will be as defined in the Agreement.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Contractor, that I have personal knowledge of the certifications made in this Affidavit, and that they are true and correct.

NAME OF CONTRACTOR:

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Name of Authorized Officer (Print or Type)

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn to and acknowledged before me by \_\_\_\_\_ [name of  
signatory] as \_\_\_\_\_ [title] of \_\_\_\_\_ [name of  
contracting party] this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

## EXHIBIT 8

### Special Service Area - Additional Audit Requirements

#### Accounting System

The Department requires that the Contractor maintain its accounting system in a manner which allows the Contractor's expenditures to be categorized in its statement of activities according to the categories listed in the budget approved by the City for each Area.

#### Guidance for the Contractor's Selection of a CPA Firm (Independent Auditor)

The Contractor must use the following guidelines for engaging a qualified CPA Firm:

1. Issue a Request for Proposal ("RFP") that sets forth all of the terms and conditions of the engagement, evaluation criteria, and scope of the work required.
2. Distribute and publicize the RFP sufficiently to ensure full and open competition.
3. Request in the RFP that bidders provide detail on:
  - a. How the CPA Firm will conduct the audit in the first and any subsequent years.
  - b. Qualifications of the CPA Firm, management, and staff, including experience in auditing like entities.
  - c. Policies on notification of changes in key personnel.
  - d. Whether the proposed staff has received continuing professional education during the previous 2 years.
  - e. Whether the CPA Firm has received a positive peer review within the last 3 years.
  - f. Whether the CPA Firm is independent, as defined by applicable auditing standards.
  - g. Whether the CPA Firm has been the object of any disciplinary action during the past 3 years.
  - h. Confirmation the CPA Firm maintains an active license in the State of Illinois and attached a copy of a current license with the RFP response.
  - i. Confirmation the CPA Firm is not on the City's debarred vendor list.
  - j. The audit fee.
4. Evaluate the proposals based on:
  - a. The CPA Firm's understanding of the audit requirements, including the needs of the Area and the final products to be delivered.
  - b. Soundness of technical approach to the audit, including the meeting of the Contractor's specific deadlines and other requirements.
  - c. Qualifications of the CPA Firm.
  - d. Qualifications of the audit team.
  - e. The information provided by respondents in response to the RFP, including cost and independence.

5. Rate the proposals as follows:
  - a. Proposals should be evaluated as submitted.
  - b. Make a list of strengths and weaknesses for each to support its technical rating.
  - c. Review the proposed fees offered by the bidders after completion of the technical evaluation.
  - d. Ask questions of the bidders to eliminate any ambiguities.
  - e. Select a proposal that is most advantageous to the Area based on the evaluation criteria set forth in the RFP.
6. Once a CPA Firm is chosen based upon the foregoing criteria, require a written engagement letter to avoid misunderstandings that specifies:
  - a. Audit scope, objectives, and purposes.
  - b. Deadlines for the work to be performed.
  - c. Audit fees.
  - d. Report format, including providing a PDF digital version of the final audit.
  - e. Type and timing of support to be provided to the CPA Firm by the SSAC.
  - f. Professional auditing standards to be followed in performing the audit.
  - g. Independence of the CPA Firm to the SSAC.
  - h. Terms of making changes to the scope of the agreement.
    - i. CPA Firm's ownership of the work papers, retention period, and requirement for availability to the City upon request.

#### Summary Schedule of Findings.

In order to properly conduct the certified audit of the books and records of the Contractor, it is necessary for the CPA Firm to read and understand the requirements contained in the Agreement. Particular attention should be given to Sections 3 and 5 of the Agreement.

The CPA Firm must test the Contractor's compliance with the requirements contained in the Agreement. Should the CPA Firm find exception to the requirements of the Agreement, it must disclose all exceptions in a separate schedule, which shall be entitled "Summary Schedule of Findings". Each finding shall be listed separately. The schedule shall be incorporated with the other required financial statements.

If the CPA Firm finds no exceptions to the Agreement requirements, it shall still include a "Summary Schedule of Findings". On that schedule the CPA Firm shall make an affirmative statement indicating it has read the Agreement and, after conducting the audit, has determined that no exceptions were noted.

Subsections to note in Section 5 include:

- a. *Section 5.01, Basis of Payment*, describes "carry over" as the amount of Service Tax Funds collected for prior tax years which remain previously unspent.
- b. *Section 5.02, Budget for Services*, restricts the maximum amount that may be spent in a calendar year to the amount stated in the Agreement.

c. *Section 5.03, Method of Payment*, states that the Contractor shall establish a separate checking account and that Area funds shall not be commingled with other sources.

#### Audit of Financial Statements

As discussed in Section 3.07, "Records and Audits", the Contractor shall provide an annual audited financial statement to the Department and SSAC within 120 calendar days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

#### Audit Documents

The City requires an audit conducted in accordance with generally accepted accounting principles to include the following documents:

1. Statement of Financial Position.
2. Statement of Activities: Budget and Actual (period being audited compared to the previous year, e.g. columns should be 2010 Budget, 2010 Actual, Variance, 2009 Budget, 2009 Actual, Variance).
3. Statement of Cash Flows.
4. Notes to the Financial Statements.
5. Summary Schedule of Findings that also includes the management response to any audit findings and any subsequent CPA Firm and/or City's and/or management responses until the CPA Firm and/or the City consider the findings sufficiently remedied.

Expense descriptions included in the Statement of Activities must correspond to the expense descriptions in the budget submitted to the City.

#### CPA Firm License

The CPA Firm shall attach as an exhibit to the audit the firm's active license in the State of Illinois.

#### Audit Presentations

The CPA Firm shall attend at least one (1) SSAC meeting and be available for other meetings as requested by the City to present the draft and/or final audit and respond to questions.

#### Debarment

Upon issuance of the final audit, the CPA Firm shall confirm it is not on the City's debarred vendor list.

EXHIBIT 9

PLA  
(See Attached)

## CITY OF CHICAGO

### MULTI- PROJECT LABOR AGREEMENT

This Model Multi-Project Labor Agreement ("Agreement") is entered into by and between City of Chicago, an Illinois municipal corporation, as Owner, on behalf of itself and each of its contractors, subcontractors of whatsoever tier performing construction work on any project to which this Agreement shall be applicable, and each of the undersigned labor organizations signatory hereto.

Whereas, Owner is responsible for construction, demolition, rehabilitation, maintenance, and/or renovation of real property located in Chicago, Illinois; Due to the size, scope, cost and duration of the multitude of Projects traditionally performed by the City of Chicago, the parties to this Agreement have determined that it is in their interest to have these Projects completed in the most timely, productive, economical and orderly manner possible, and without labor disruptions of any kind that might interfere with, or delay, any of these Projects;

Whereas, the parties have determined that it is desirable to eliminate the potential for friction and disruption of these Projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation, and that such mutual undertakings should be maintained, and if possible, strengthened, and that the ultimate beneficiaries remain the Owner of the project; and,

Whereas, the Owner acknowledges that it has a serious and ongoing concern regarding labor relations associated with the Projects and through its completion irrespective of the existence of a collective bargaining relationship with any of the signatory labor organizations.

NOW THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, Owner its representatives and agents shall not contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract, any construction, demolition, rehabilitation or renovation work for the Project work covered under this Agreement or within the trade jurisdiction of the signatory labor organization, to be performed at the Site of construction or off-site solely for installation at the Site (including all tenant improvements, if applicable), unless such work is performed only by a person, firm or company signatory, or willing to become signatory, to the applicable area-wide collective bargaining agreement(s) with the union(s) or the appropriate trade/craft union(s) or subordinate body or affiliate of the Chicago & Cook County Building & Construction Trades Council ("Council") or the Teamsters' Joint Council No. 25. Copies of all such current collective bargaining agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all Requests for Bids and/or Proposals and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all contractors and subcontractors; provided that the total Project value exceeds \$25,000.00. In no event shall contracts be "split" so as to avoid the applicability of this Agreement. In the event a dispute arises with respect to the applicability of this Multi-Project Labor Agreement to a particular project, the parties agree to submit said dispute to final and binding arbitration before a Permanent Umpire who shall be mutually agreed to by the parties.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement(s) executed by said bidder shall be the relevant area-wide agreement(s) regulating or governing wages, hours and other terms and conditions of employment.
3. During the term of this Agreement, the Owner or any Project contractor and subcontractor shall engage in no lockout.
4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives, or employees shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any Site covered under this Agreement for any reason whatsoever, including but not limited to the expiration of any of the collective bargaining agreements referred to on Appendix A. In the event of an economic strike or other job action upon the termination of an existing collective bargaining agreement, in no event shall any adverse job action be directed against any covered Project. All provisions of the subsequently negotiated collective bargaining agreement shall be retroactive for all employees working at a Project Site, provided such a provision for retroactivity is contained in the newly negotiated collective bargaining agreement.
5. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof.
6. Any contractor or subcontractor signatory or otherwise bound stipulated or required to abide by and to any provisions of this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at any Site covered under this Agreement shall continue without disruption or hindrance of any kind during any Grievance/ Arbitration procedure.
7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.
8. This Agreement shall become effective, and shall be included in all Requests for Proposals and/or Bids, all Purchase Orders, Contracts or other arrangements issued by the City of Chicago for work described in Paragraph 1 above immediately subsequent to the ratification of the Ordinance authorizing this Multi-Project Labor Agreement by the City Council.
9. This Agreement shall expire on December 31, 2016 and shall be automatically extended for an additional five (5) year term unless the parties issue a notice to terminate between sixty (60) and (30) days prior to the initial expiration date.



10. In the event a dispute shall arise between any contractor or subcontractor of the Project and any signatory labor organization and/or fringe benefit fund established under any of the appropriate collective bargaining agreements as to the obligation and/or payment of fringe benefit contributions provided under the collective bargaining agreement, upon proper notice to the contractor(s) or subcontractor(s) by the applicable labor organization or fringe benefit fund and to the contractor or subcontractor, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the contractor or subcontractor, or their agents until such time as said claim is resolved.
11. In the event of a jurisdictional dispute by and between any labor organizations signatory hereto, such labor organizations shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, all parties, including the employers, contractors or subcontractors, agree that a final and binding resolution of the dispute shall be resolved as follows:
  - a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a final and binding decision and determination as to the jurisdiction of work.)
  - b.) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the Chicago & Cook County Building & Construction Trades Council, which shall meet with the affected trades within forty-eight (48) hours subsequent to receiving notice. An agreement reached at this Step shall be final and binding.
  - c.) If no settlement agreements is reached during the proceedings contemplated by Paragraph "a" or "b" above, the matter shall be immediately referred to the Joint Conference Board, established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of said dispute. Said Standard Agreement is attached hereto as Appendix "B" and specifically incorporated into this Agreement.
12. This Agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.
13. The parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems can be

directed which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The representative of the signatory unions shall be Thomas Villanova, or his designee, President of the Chicago & Cook County Building & Construction Trades Council. The representative of Owner shall be the Corporation Counsel or his/her designee.

14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.
15. Owner and General Contractor, on behalf of themselves and their contractors and subcontractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) applicable to the employees working on any covered Project shall be that as contained, or otherwise provided for, in the area-wide collective bargaining agreements attached at Appendix "A" to this Agreement. Nothing in the foregoing shall limit the Owners and/or General Contractor, its contractors or subcontractors from instituting its own substance abuse policy governing other employees performing work on a Project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreement, the policy adopted by the Owners and/or General Contractor may apply.
16. The parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as the "Center") and the Center's Helmets to Hardhats" program to service as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The parties also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for these Projects. To the extent permitted by law, the parties will give appropriate credit to such veterans for bona fide, provable past experience, in the building and construction industry.

The parties recognize the importance of facilitating the goals and objectives of the Apprenticeship & Training Initiative agreed to by the parties in separate collective bargaining agreements applicable to employees of the Owner. Additionally, parties agree to incorporate the duties and responsibilities associated with the Supplemental Addendum to the Multi-Project Labor Agreement between the signatory labor organizations and the Chicago Public Schools attached hereto in Appendix "C" and incorporated herein. Towards these ends, the undersigned labor organizations will assist and cooperate with the Owner, the Chicago Public Schools, City Colleges and contractors in monitoring and enforcing the foregoing commitments, including providing relevant information requested by the Owner for the purpose of such monitoring and enforcement, including

the information provided for in Paragraph 3(E) of the Supplemental Addendum with CPS. Upon execution of this Agreement, representatives of the Owner and the Chicago Building Trades Council will immediately meet for the purpose of establishing the specific mechanism by which this information will be gathered, processed and reported.

The parties hereto agree and acknowledge that the commitments set forth herein, including those in the attached Appendix "C" are interdependent. In the event the goals and commitments set forth in Appendix "C" are not realized, the City shall bring this to the attention of the Chicago Building Trades Council ("Council"), and the parties shall immediately meet for the purpose of identifying the cause(s) of said failure and implement necessary measures to remedy the failure. Should the Council's affiliate members refuse to implement measures reasonably necessary to realize these goals and commitments, the City may terminate this Agreement subsequent to January 13, 2013. If, as of June 1, 2012, the City believes that the Council's affiliate members have failed to implement measures reasonably necessary to realize these goals and commitments, the City may at that time deliver to the Council formal written notice of intent to terminate this Agreement on January 1, 2013. Upon deliverance of such notice, the parties shall immediately meet to craft and implement additional measures to remedy such failure. If the parties are unsuccessful in implementing satisfactory measures, the City may implement said notice of termination on January 1, 2013.

The parties acknowledge the Residency requirement for employees of contractors and subcontractors in the standard City of Chicago construction contract. The parties also agree to cooperatively work and monitor compliance with these requirements and to work cooperatively to facilitate and work in good faith to the achievement of said required Residency provision including union attendance at pre-bid conferences with prospective contractors and subcontractors as well as other reasonable undertakings to demonstrate progress in this regard.

17. The parties agree that contractors and subcontractors working under the provisions of this Agreement shall be required to strive to utilize the maximum number of apprentices on said Project as permitted under the applicable collective bargaining agreement as contained in Appendix "A".
18. This document, with each of the Attachments, constitutes the entire agreement of the parties and may not be modified or changed except by the subsequent written agreement of the parties.
19. All parties represent that they have the full legal authority to enter into this Agreement.

The undersigned, as the Owner and Labor Organizations on the Project, agree to all of the terms and conditions contained in this Agreement.

Dated this the 9<sup>th</sup> day of February, 2011 in Chicago, Cook County, Illinois.

On behalf of Owner:

---

**Corporation Counsel**

**Duly Authorized Officer of the City of Chicago**

On behalf of \_\_\_\_\_

**(Insert Name of Labor Organization)**

\_\_\_\_\_  
**Its Duly Authorized Officer**



**CITY OF CHICAGO**  
**ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT**  
**Related to Contract/Amendment/Solicitation**  
**EDS # 24379**

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting the EDS:

Northcenter Chamber of Commerce

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

4054 N Lincoln Ave  
Northcenter Chamber of Commerce  
Chicago, IL 60618  
United States

C. Telephone:

773-525-3609

Fax:

Email:

Garrett@Northcenterchamber.com

D. Name of contact person:

Mr. Garrett P FitzGerald

E. Federal Employer Identification No. (if you have one):

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains:

To allow the Northcenter Chamber of Commerce to enter into a contract with HED to provide services in SSA# 38 Northcenter, and to request a levy for the SSA#38 2012 budget.

Which City agency or department is requesting this EDS?

DEPT OF HOUSING AND ECONOMIC DEVELOPMENT

Specification Number

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

Not-for-profit corporation

Is the Disclosing Party also a 501(c)(3) organization?

No

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

### B. DISCLOSING PARTY IS A LEGAL ENTITY:

1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

Officer/Director:	Mr. Simon Stein
Title:	President
Role:	Both
-----	
Officer/Director:	Ms. Shawauna Ward
Title:	2nd Vice President
Role:	Both
-----	
Officer/Director:	Mr. Joe Burke
Title:	Secretary
Role:	Both
-----	
Officer/Director:	Mr. Mike McCallum
Title:	
Role:	Director
-----	
Officer/Director:	Ms. Kat Mackenzie
Title:	
Role:	Director
-----	
Officer/Director:	Mr. Garrett FitzGerald
Title:	Executive Director
Role:	Both
-----	
Officer/Director:	Mrs. Mirabel Selva
Title:	1st Vice President
Role:	Both
-----	
Officer/Director:	Mr. Tom Fencl
Title:	Treasurer
Role:	Both
-----	
Officer/Director:	Mr. Rico Tallud
Title:	

Role:	Director
Officer/Director:	Mr. Ben Kennedy
Title:	
Role:	Director
Officer/Director:	Ms. Donna Shultz
Title:	
Role:	Director
Officer/Director:	Mrs. Sarahg Spraker
Title:	
Role:	Director
Officer/Director:	Tony Guillen
Title:	
Role:	Director
Officer/Director:	Laura Engel
Title:	
Role:	Director

1.a.5 Are there any members of the non-for-profit Disclosing Party which are legal entities?

No

### SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

### SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the



fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

Yes

2. List below the names of all legal entities which are retained parties.

**Name:** Clarence Davids & Company  
**Anticipated/Retained:** Anticipated  
**Business Address:** 23900 W. 127th St.  
Plainfield, IL 60585 United States  
**Relationship:** Subcontractor - non MWDBE  
**Fees (\$\$ or %):** \$51,000  
**Estimated/Paid:** Estimated

---

**Name:** Tim's Snowplowing, Inc  
**Anticipated/Retained:** Anticipated  
**Business Address:** 1622 N. Kedzie Ave.  
chicago, IL 60647 United States  
**Relationship:** Subcontractor - non MWDBE  
**Fees (\$\$ or %):** \$42,500  
**Estimated/Paid:** Estimated

---

**Name:** Neumann Family Services  
**Anticipated/Retained:** Anticipated

**Business Address:** 5547 N. Ravenswood Avenue  
Chicago, IL 60640 United States  
**Relationship:** Subcontractor - non MWDBE  
**Fees** \$30,500  
**(\$\$ or %):**  
**Estimated/Paid:** Estimated

---

3. Has the Disclosing Party retained any persons in connection with the Matter?

Yes

4. List below the names of all persons who are retained parties.

**Name:** Mr. Jay Kowalski  
**Anticipated/Retained:** Retained  
**Business Address:** 5500 N. Paris  
Chicago, IL 60656 United States  
**Relationship:** Accountant  
**Fees** \$2,500  
**(\$\$ or %):**  
**Estimated/Paid:** Estimated

---

**Name:** Mr. Dennis Bilski  
**Anticipated/Retained:** Anticipated  
**Business Address:** 5322 N. Olcott  
Chicago, IL 60656 United States  
**Relationship:** Subcontractor - non MWDBE  
**Fees** \$8,500  
**(\$\$ or %):**  
**Estimated/Paid:** Estimated

---

## SECTION V -- CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage of any child support obligations by any Illinois court of competent jurisdiction?

Not applicable because no person directly or indirectly owns 10% or more of the Disclosing Party

## B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any sister agency; and
- ii. the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City.

NOTE: If Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in clause B.2.b. of this Section V;

- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

I certify the above to be true

3. Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor nor any Agents have, during the five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S.

Department of the Treasury or the Bureau of Industry and Security of the U.S.  
Department of Commerce or their successors: the Specially Designated Nationals  
List, the Denied Persons List, the Unverified List, the Entity List and the Debarred  
List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable  
requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56  
(Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal  
Code.

I certify the above to be true

#### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal  
Code, the Disclosing Party

is not a "financial institution"

#### D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have  
the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or  
employee of the City have a financial interest in his or her own name or in the name  
of any other person or entity in the Matter?

No

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must  
disclose all required information in the space provided below or in an attachment in  
the "Additional Info" tab. Failure to comply with these disclosure requirements may  
make any contract entered into with the City in connection with the Matter voidable  
by the City.

The Disclosing Party verifies that the Disclosing Party has searched any and all  
records of the Disclosing Party and any and all predecessor entities regarding  
records of investments or profits from slavery or slaveholder insurance policies  
during the slavery era (including insurance policies issued to slaveholders that  
provided coverage for damage to or injury or death of their slaves), and the  
Disclosing Party has found no such records.

I can make the above verification.

## **SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS**

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

## **SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at [www.cityofchicago.org/city/en/depts/ethics.html](http://www.cityofchicago.org/city/en/depts/ethics.html), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above.

The Disclosing Party understands and agrees that:

- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to the above.

The Disclosing Party represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges; sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true.

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true.

F.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in F.1. and F.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

**EXHIBIT 1**

**Scope of Services & Budget  
(See Attached)**



I certify the above to be true

## FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

No

## ADDITIONAL INFO

Please add any additional explanatory information here. If needed you may add an attachment below.

None

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor

None.

### **CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

/s/ 10/26/2011

Mr. Garrett P FitzGerald

Executive Director

Northcenter Chamber of Commerce

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.



**CERTIFICATE OF FILING FOR**  
**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT**

EDS Number: [REDACTED]

Certificate Printed on: 10/26/2011

Date of This Filing: 10/26/2011 04:16 PM

Original Filing Date: 08/24/2011 12:14 PM

Disclosing Party: Northcenter Chamber of  
Commerce

Title: Executive Director

Filed by: Mr. Garrett P FitzGerald

Matter: To allow the Northcenter Chamber of  
Commerce to enter into a contract with HED to  
provide services in SSA# 38 Northcenter, and  
to request a levy for the SSA#38 2012 budget.

Applicant: Northcenter Chamber of Commerce

Specification #:

Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting  
<https://webapps.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

## ORDINANCE

**WHEREAS**, special service areas may be established pursuant to Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1 et seq., as amended from time to time; and

**WHEREAS**, on December 7, 2005, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 38 (the "Area") and authorized the levy of an annual tax, for the period beginning in tax year 2005 through and including tax year 2014, not to exceed an annual rate of one hundred sixty four thousandths of one percent (0.164%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

**WHEREAS**, the Establishment Ordinance established the Area consisting of Western Avenue from Montrose Avenue to Belmont Avenue; Lincoln Avenue from Addison Street to Montrose Avenue; and Irving Park Road from Ravenswood Avenue to Campbell Avenue; and

**WHEREAS**, the Special Services authorized in the Establishment Ordinance include but are not limited to maintenance and beautification activities, coordinated marketing and promotional activities, parking and transit programs, area strategic planning, business retention/recruitment initiatives, building facade improvements, security services and other technical assistance activities to promote community and economic development; and

**WHEREAS**, the Establishment Ordinance provided for the appointment of the Northcenter Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

**WHEREAS**, it is the responsibility of the Commission to recommend to the Department of Housing and Economic Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; and

**WHEREAS**, the Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Commissioner of the Department of Housing and Economic Development (the "Commissioner") and to the City Council its recommendations for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2012, and has advised the Mayor and the City Council concerning the Services Tax for the tax year 2011 for the purpose of providing funds necessary to provide the Special Services, and has recommended to the Department of Housing and Economic Development, the Mayor and the City Council an agreement with the Service Provider, with a one-year term, the terms and

conditions of which provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 2012, in substantially the form attached hereto as Exhibit A; now, therefore,

**Be It Ordained by the City Council of the City of Chicago:**

**SECTION 1. Incorporation of Preambles.** The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

**SECTION 2. Appropriations.** There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

**NORTHCENTER SPECIAL SERVICE AREA COMMISSION  
SPECIAL SERVICE AREA BUDGET**

For the fiscal year commencing January 1, 2012 and ending December 31, 2012:

**EXPENDITURES**

Service Provider Agreement for the provision of Special Services	\$210,399
<b>TOTAL BUDGET REQUEST</b>	<b>\$210,399</b>
<b>SOURCE OF FUNDING</b>	
Tax levy at an annual rate not to exceed one hundred sixty four thousandths of one percent (0.164%) of the equalized assessed value, of the taxable property within Special Service Area Number 38	\$177,325
Carryover funds from previous tax years	\$33,074

**SECTION 3. Levy of Taxes.** There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of \$177,325 as the amount of the Services Tax for the tax year 2011.

**SECTION 4. Filing.** The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 27, 2011, and the County Clerk shall

thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2011 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

**SECTION 5. Service Provider Agreement.** The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with Northcenter Chamber of Commerce, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

**SECTION 6. Enforceability.** If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

**SECTION 7. Conflict.** This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

**SECTION 8. Publication.** This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

**SECTION 9. Effective Date.** This ordinance shall take effect 10 days after its passage and publication.

**EXHIBIT A**

**Service Provider Agreement**

[see attached]

**Agreement for Special Service Area #38**

between

**the CITY OF CHICAGO**

(Represented by the Special Service Area Commission)

and

**NORTHCENTER CHAMBER OF COMMERCE**

effective January 1, 2012 through December 31, 2012

**Rahm Emanuel**  
**Mayor**



## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 INCORPORATION OF RECITALS.....	1
ARTICLE 2 DEFINITIONS.....	1
ARTICLE 3 DUTIES AND RESPONSIBILITIES OF CONTRACTOR .....	3
3.01 Scope of Services.....	3
3.02 Standard of Performance.....	3
3.03 Personnel.....	4
3.04 Nondiscrimination.....	5
3.05 Insurance.....	6
3.06 Indemnification.....	6
3.07 Records and Audits .....	7
3.08 Subcontracts and Assignments .....	9
3.09 License, Permits and Safety Considerations.....	9
3.10 Performance Bond .....	10
ARTICLE 4 TERM OF SERVICES.....	10
ARTICLE 5 COMPENSATION .....	10
5.01 Basis of Payment.....	10
5.02 Budget for Services.....	11
5.03 Method of Payment.....	11
5.04 Criteria for Payment.....	12
5.05 Funding .....	12
5.06 Non-Appropriation.....	12
ARTICLE 6 SPECIAL CONDITIONS .....	12
6.01 Warranties and Representations.....	12
6.02 Economic Disclosure Statement .....	14
6.03 Conflict of Interest .....	14
6.04 Non-liability of Public Officials .....	15
6.05 Independent Contractor.....	15
6.06 Business Relationships with Elected Officials .....	16
6.07 Chicago “Living Wage” Ordinance.....	16
6.08 Deemed Inclusion .....	18
6.09 Environmental Warranties and Representations.....	18
6.10 EDS / Certification Regarding Suspension and Debarment .....	18
6.11 Ethics.....	19
6.12 MacBride Ordinance.....	19

ARTICLE 7 EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION.....	20
7.01 Events of Default Defined .....	20
7.02 Remedies.....	20
7.03 Right to Offset.....	21
7.04 Suspension .....	21
7.05 No Damages for Delay.....	22
7.06 Early Termination .....	22
ARTICLE 8 GENERAL CONDITIONS.....	22
8.01 Entire Agreement .....	22
8.02 Counterparts.....	22
8.03 Amendments .....	23
8.04 Compliance with All Laws .....	23
8.05 Compliance with ADA and Other Accessibility Laws .....	23
8.06 Assigns.....	23
8.07 Cooperation.....	23
8.08 Severability .....	24
8.09 Interpretation.....	24
8.10 Miscellaneous Provisions.....	24
8.11 Disputes.....	24
8.12 Contractor Affidavit.....	25
8.13 Prohibition on Certain Contributions.....	25
8.14 Firms Owned or Operated by Individuals with Disabilities .....	27
8.15 Governing Law and Jurisdiction.....	27
ARTICLE 9 NOTICES.....	27
ARTICLE 10 CITY ACTION .....	28
ARTICLE 11 PLA .....	28
EXHIBIT 1 Scope of Services & Budget	
EXHIBIT 2 Economic Disclosure Statement and Affidavit	
EXHIBIT 3 Insurance Provisions	
EXHIBIT 4 Security Firm Insurance Provisions	
EXHIBIT 5 Prevailing Wages	
EXHIBIT 6 Performance Bond Form	

EXHIBIT 7 Contractor Affidavit

EXHIBIT 8 Additional Audit Requirements

EXHIBIT 9 PLA

## **AGREEMENT**

This Agreement for the management of Special Service Area Number 38 is entered into on December 14, 2011, by and between Northcenter Chamber of Commerce, an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

## **RECITALS**

WHEREAS, special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq.; and

WHEREAS, the City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 38" ("Area"), to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed .164% of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

WHEREAS, the City Council, on November 2, 2011, authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 2012 for the provision of the Special Services in the Area, and the City wishes to provide that the Contractor, beginning on January 1, 2012, and continuing until December 31, 2012, may use those funds to provide the Services, subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

### **ARTICLE 1 INCORPORATION OF RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

### **ARTICLE 2 DEFINITIONS**

The following words and phrases shall have the following meanings for purposes of this Agreement:

**"Agreement"** means this Special Service Area Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

**"Commissioner"** means the Commissioner of the Department of Housing and Economic Development or a duly authorized representative of the Commissioner of the Department of Housing and Economic Development.

**"Construction"** means that work of a nature constituting "public works" as defined in 820 ILCS 130/2, such as landscaping and building activities, including but not limited to, physical building improvements, installations and other fixed works, but does not include pre-development work (design and preparation of specifications).

**"Days"** means business days in accordance with the City of Chicago business calendar.

**"Department"** means the City of Chicago Department of Housing and Economic Development.

**"Establishment Ordinance"** means the ordinance enacted by City Council on December 7, 2005, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

**"Risk Management Division"** means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

**"Security Firm"** means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm, Private Security, Fingerprint Vendor, and Locksmith Act of 2004, 225 ILCS 447 et seq., and whose employees are licensed by the State of Illinois.

**"Services"** means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 (Scope of Services & Budget) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

**"Service Tax Funds"** means the amount actually collected pursuant to the Service Tax.

**"Special Service Area Commission ('SSAC')"** means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

**"Subcontractor"** means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

**"Surplus Funds"**, also referred to as "Carry-Over Funds", means those Service Tax Funds already collected and disbursed to the Contractor in prior years for the provision of Special Services in the Area which remain unspent, including any interest earned thereon.

### **ARTICLE 3 DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

#### **3.01 Scope of Services**

The Services which the Contractor shall provide during the first year of this Agreement include, but are not limited to, those described in this Article 3 and in Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth here. The SSAC reserves the right to require the Contractor to perform revised services that are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services are limited to changes or revisions to the line items in the Budget, do not affect the maximum compensation and require the prior written approval of the SSAC. The SSAC may, by written notice to the Department and the Contractor, delete or amend the figures contained and described in the Budget attached hereto as Exhibit 1 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

For each subsequent year during the term of this Agreement, if any, a Scope of Services for that year, comprised of services authorized in the Establishment Ordinance, shall be prepared by the SSAC in consultation with the Contractor subject to the approval of the Commissioner, and incorporated into this Agreement by written amendment pursuant to Section 8.03 hereof, together with a Budget for that year and any revised insurance requirements which are recommended by the Risk Management Division pursuant to its review of the Scope of Services for that year.

#### **3.02 Standard of Performance**

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use every reasonable effort on behalf of the City to assure timely and satisfactory rendering and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the

full satisfaction of the SSAC. The Contractor shall furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor remains responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the SSAC determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperformed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City does not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

### **3.03 Personnel**

#### **A. Key Personnel**

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel, who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor shall pay the salaries and wages due all its employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

#### **B. Prevailing Wages**

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/0.01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in Exhibit 5 to this Agreement, which is incorporated by reference as though fully set forth herein.

#### **C. Illinois Workers, Veterans Preference and Steel Products**

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., the Veterans

Preference Act, 330 ILCS 55/0.01 et seq., and the Steel Products Procurement Act, 35 ILCS 30/565/1 et seq.

### **3.04 Nondiscrimination**

#### **(a) Contractor**

##### **(i) Federal Requirements**

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

##### **(ii) State Requirements**

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1990), as amended, and all other applicable state statutes, regulations and other laws.

##### **(iii) City Requirements**

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights



Ordinance, ch. 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

**(b) Subcontractors**

Contractor must incorporate all of this Section 3.04 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

**3.05 Insurance**

The Contractor shall comply with the insurance provisions attached hereto as Exhibit 3 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as Exhibit 3.

The Risk Management Division may waive or reduce any of the insurance requirements set forth herein. In addition, the Risk Management Division will review each new Scope of Services which the SSAC, in consultation with the Contractor, prepares annually during the term of this Agreement pursuant to Section 3.01 and may, if it wishes, revise the insurance required herein.

**3.06 Indemnification**

A. On written notice from the City of Losses the City believes are Losses Arising under this Agreement as defined in this Section 3.06, the Contractor shall defend, indemnify, and hold completely harmless the City Indemnitees from and against such Losses, regardless of whether Contractor challenges the City's belief. The defense, indemnification and hold harmless obligations of the Contractor toward City Indemnitees remain an affirmative obligation of Contractor following the City's notice of Losses the City believes are Losses Arising under this Agreement, unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal have been exhausted or have lapsed.

B. For purposes of this Section 3.06,

**“City Indemnites”** means, individually and collectively, the City of Chicago, its officials, agents, employees and SSAC members.

**“Losses”** means, individually and collectively, all kinds of liabilities, losses, suits, claims, damages, judgments, fines, and demands, including all reasonable costs for investigation, reasonable attorneys’ fees, court costs, and experts’ fees, arising by reason of injury or death of any person, damage to property, patent or copyright infringement.

**“Arising under this Agreement”** means (i) arising out of awarding this Agreement, (ii) arising out of the enforcement of this Agreement, including the enforcement of this indemnification provision; (iii) arising out of or in connection with Contractor’s performance or non-performance of this Agreement (including the acts or omission of Contractor, its officers, agents, employees, consultants, subcontractors, licensees, or invitees), any breach by any of them of any warranty made under this Agreement, or any failure by any of them to meet any applicable standard of performance under this Agreement; or (iv) any combination of any of the foregoing.

C. To the extent permissible by law, Contractor waives any limits on Contractor’s liability that it would otherwise have by virtue of the Worker’s Compensation Act or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Worker’s Compensation Act or under the Illinois Pension Code.

D. The City has the right, at its option and at its own expense, to participate in the defense of any suit without relieving Contractor of any of its obligations under this indemnity provision. The requirements set forth in this indemnity provision are separate from and not limited by the amount of insurance Contractor is required to obtain under this Agreement or by its bonds pursuant to other provisions in this Agreement. Further, the indemnites contained in this provision survive the expiration or termination of this Agreement.

### **3.07 Records and Audits**

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the SSAC promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor agrees to adopt at its own expense such financial controls, including, without limitation, the employment of a fiscal agent approved by the Commissioner, as determined by the Commissioner in his sole discretion and communicated in writing to the Contractor after the date of execution of this Agreement, to ensure that the Contractor is fulfilling the terms of this Agreement.

The Contractor and any Subcontractors shall furnish the SSAC with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, paper, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription, and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five years after the final payment made in connection with this Agreement.

THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement (a "Third Party Audit") to the Department and the SSAC within 120 calendar days after the end of the calendar year, and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. Contractor must comply with the requirements in Exhibit 8 with respect to any Third Party Audit. If any Third Party Audit shows that Contractor or any of its Subcontractors has overcharged the City in any period, the City will notify Contractor, and Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges. Any failure to comply with the audit requirements set forth in Exhibit 8 of the Agreement shall constitute an event of default under the Agreement. If such event of default is not corrected to the City's satisfaction within the cure period identified by the City, the City may incur costs to conduct any supplementary audit it deems necessary, and Contractor must then promptly reimburse the City for any such costs. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents that the City would have had in the absence of such provisions.

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

If the City is unable to make a determination regarding overcharges to City as a result of Contractor's not having maintained records as required under this Agreement, Contractor must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole discretion of the City. Failure of Contractor to promptly reimburse the City in accordance with this Section 3.07 is an event of default under Section 7.01 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

### **3.08 Subcontracts and Assignments**

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the SSAC. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the SSAC consents are, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the SSAC and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

### **3.09 License, Permits and Safety Considerations**

#### **A. Licenses and Permits**

If the Contractor engages in Construction, it is responsible for and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits, licenses, authorizations and approvals as are necessary for it to engage Construction under this Agreement.

#### **B. Safety Considerations**

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property and the property of third parties due, in whole or in part, to the Contractor's Construction activities under this Agreement, and the Contractor shall repair such damage to a reasonably acceptable standard.

### **3.10 Performance Bond**

If the Contractor engages in Construction work where expenditures exceed \$100,000, it shall, not later than the date the Contractor begins such work or executes a subcontract for such work, provide or cause to be provided to the Department a performance and payment bond in the amount

allocated for the Construction work (but not including the amount allocated for design and preparation of specifications), by a surety or sureties acceptable to the City. The performance bond shall be in the form and to the effect of Exhibit 6 hereto, which is incorporated by reference as if fully set forth here.

If any of the sureties on such bond at any time fail financially, or are deemed to be insufficient security for the penalty of the bond, then the City may, on giving 10 days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City, and, if so required, Contractor must promptly provide such bond.

### **ARTICLE 4 TERM OF SERVICES**

This Agreement shall take effect as of January 1, 2012 ("Effective Date") and shall continue through December 31, 2012, or until the Agreement is terminated earlier in accordance with its terms.

### **ARTICLE 5 COMPENSATION**

#### **5.01 Basis of Payment**

The maximum compensation that the Contractor may be paid under this Agreement between January 1, 2012 and December 31, 2012 is the sum of (a) \$177,325 or the total amount of Service Tax Funds actually collected, plus interest earned on those funds, for tax year 2011, whichever is less; and (b) the total amount of Surplus Funds in the amount of \$33,074 which are being carried over from previous program years and which contractor hereby acknowledges are

in its possession; the maximum compensation that the Contractor may be paid under this Agreement between January 1, 2012 and December 31, 2012, therefore, shall not exceed \$210,399.

For each subsequent year of this Agreement, if any, the maximum compensation that the Contractor may be paid under this Agreement is the amount set forth in the Budget for that year, pursuant to Section 5.02 and 8.03, or the amount of Service Tax Funds actually collected for the preceding tax year, whichever is less; provided that the maximum amount of compensation for such year of this Agreement may also include the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

#### **5.02 Budget for Services**

The Contractor in conjunction with the SSAC has prepared a Budget through December 31, 2012, attached hereto as Exhibit 1 and incorporated by reference as if fully set forth here, covering all services described in the Scope of Services. Subject to the restriction that the maximum amount that may be spent in calendar year 2012 may not exceed \$210,399, the SSAC reserves the right to transfer funds between line items or make Budget revisions that do not affect the maximum compensation set forth in Section 5.01. The SSAC shall revise the Budget if any part of the Contractor's Services is terminated.

For each subsequent year of this Agreement, if any, and subject to the provisions of Section 3.01, a Budget for that year shall be incorporated into this Agreement by written amendment pursuant to Section 8.03.

#### **5.03 Method of Payment**

Pursuant to a schedule to be determined by the Commissioner, after the performance of Services pursuant to the terms of this Agreement, Contractor may submit invoices to the City to request reimbursement for such expenses. The Contractor must provide, along with the invoices, such additional documentation as the Commissioner requests to substantiate the Services. Upon the Commissioner's determination that the invoices are accurate, the City will process payment of the invoices.

The Contractor shall establish a separate checking account ("Account") in a bank authorized to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. THE CONTRACTOR IS RESPONSIBLE FOR RECONCILING THE ACCOUNT MONTHLY AND ACCOUNTING FOR ALL SERVICE TAX FUNDS. THE CONTRACTOR MUST REQUIRE ITS AUDITOR TO REPORT ON THE ACTIVITIES THAT ARE SUPPORTED BY THESE FUNDS IN A SEPARATE AUDIT TO ACCOUNT FOR CURRENT AND PRIOR YEARS' SERVICE TAX FUNDS.

The Contractor shall provide to the SSAC the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The SSAC reserves the right to audit the account and require the Contractor to refund any funds that were not spent pursuant to the Budget or that were not approved by the SSAC. The name and address of the bank is Riverswood Community Bank and the wire transfer and the Account numbers are [REDACTED] Acct# [REDACTED].

All funds remaining in the Account at the expiration or early termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services.

#### **5.04 Criteria for Payment**

The SSAC shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

#### **5.05 Funding**

Payments under this Agreement shall be made from Service Tax Funds in fund number A13 and are subject to the availability of funds therein.

#### **5.06 Non-Appropriation**

In the event that no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

### **ARTICLE 6 SPECIAL CONDITIONS**

#### **6.01 Warranties and Representations**

In connection with the execution of this Agreement, the Contractor warrants and represents:

A. That it is financially solvent; that it and each of its employees, agents, and Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services.

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City.

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1 et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code.

E. That it, all Subcontractors and their respective officers, directors, agents, partners, and employees shall cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith.

F. That, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents or employees, has induced the Contractor to enter into this Agreement.

G. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

H. That neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

I. Contractor understands and will abide by all provisions of Chapter 2-26 of the Municipal Code of the City of Chicago.



J. Contractor will abide by any policies promulgated by the Department or other City departments.

K. Contractor understands and will abide by, and will cause Subcontractors to abide by, the terms of Chapter 2-55 of the Municipal Code of Chicago pertaining to cooperation with the Office of the Legislative Inspector General. Contractor understands and will abide by the terms of Section 2-154-020 of the Municipal Code of Chicago. Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be a default for which no cure is available and grounds for termination of this Agreement.

#### **6.02 Economic Disclosure Statement and Affidavit**

The Contractor has provided the City with an Economic Disclosure Statement (EDS) and Affidavit, "Familial Relationships with Elected City Officials and Department Heads," which is attached hereto as Exhibit 2 and incorporated by reference as if fully set forth herein. Contractor shall apprise the Department promptly of any changes in the information provided in the EDS by completing and submitting a revised EDS.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

#### **6.03 Conflict of Interest**

Pursuant to Chapter 2-156 of the Municipal Code of Chicago, and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, SSAC member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any SSAC member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no SSAC member, relative of any SSAC member, City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the Contractor shall terminate such other services immediately upon request of the City.

#### **6.04 Non-liability of Public Officials**

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

#### **6.05 Independent Contractor**

(a) The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent or partner of the City.

(b) The City is subject to the May 31, 2007 Order entitled "Agreed Settlement Order and Accord" (the "**Shakman Accord**") and the August 16, 2007 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United State District Court for the Northern District of Illinois). Among other things, the Shakman Accord and the City Hiring Plan prohibit the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(c) Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Agreement are employees or subcontractors of Contractor, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.

(d) Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation,

membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(e) In the event of any communication to Contractor by a City employee or City official in violation of Section (c) above, or advocating a violation of Section (d) above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Agreement.

#### **6.06 Business Relationships with Elected Officials**

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a “**business relationship**” as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A “contractual or other private business dealing” shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

#### **6.07 Chicago “Living Wage” Ordinance**

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Contractor has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2011, the Base Wage is \$11.18, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal

tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Sections (a) through (d) above do not apply.

#### **6.08 Deemed Inclusion**

Provisions required by law, ordinances, rules, regulations or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

#### **6.09 Environmental Warranties and Representations**

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

#### **6.10 EDS / Certification Regarding Suspension and Debarment**

Contractor certifies, as further evidenced in the EDS attached as Exhibit 2, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

#### **6.11 Ethics**

(a) In addition to other warranties and representations, Contractor warrants that no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

#### **6.12 MacBride Ordinance**

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.12 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

### **ARTICLE 7 EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT**

#### **7.01 Events of Default Defined**

The following constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

(1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;

(2) failure to perform the Services in a manner satisfactory to the City;

(3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(4) discontinuance of the Services for reasons within the Contractor's reasonable control;

(5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

C. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

## **7.02 Remedies**

The occurrence of any event of default which the Contractor fails to cure within 14 calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within 14 calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, permits the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision is final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in

such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

- B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.
- C. The right of specific performance, an injunction or any other appropriate equitable remedy.
- D. The right to money damages.
- E. The right to withhold all or any part of Contractor's compensation hereunder.
- F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement nor does the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default impairs any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

#### **7.03 Right to Offset**

The City reserves its rights under § 2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the SSAC before exercising such rights.

#### **7.04 Suspension**

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving 15 days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

#### **7.05 No Damages for Delay**

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.



### **7.06 Early Termination**

In addition to termination for default, the City may, at any time, elect to terminate this Agreement or any portion of the Services to be performed under it at the sole discretion of the Commissioner by a written notice to the Contractor. If the City elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within 10 days after receipt of the notice or by the date stated in the notice.

During the final ten days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the City's election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

## **ARTICLE 8 GENERAL CONDITIONS**

### **8.01 Entire Agreement**

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

### **8.02. Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

### **8.03 Amendments**

No changes, amendments, modifications or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this Section.

### **8.04 Compliance with All Laws**

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

#### **8.05 Compliance with ADA and Other Accessibility Laws**

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or Construction, the Contractor warrants that all design documents produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at Ill. Admin. Code tit. 71, ch. 1, § 400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all services required to be reperformed as a direct or indirect result of such failure.

#### **8.06 Assigns**

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

#### **8.07 Cooperation**

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

#### **8.08 Severability**

If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections herein shall not affect the remaining portions of this Agreement or any part thereof.

#### **8.09 Interpretation**

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

#### **8.10 Miscellaneous Provisions**

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, applies only to that particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

#### **8.11 Disputes**

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor and the SSAC by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

#### **8.12 Contractor Affidavit**

The Contractor must provide to the City, no later than thirty days after the end of each year, a fully executed and notarized Affidavit certifying the expenditures and Services provided for the prior year. The form of this affidavit is attached as Exhibit 7 and incorporated by reference.

### **8.13 Prohibition on Certain Contributions**

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent ("**Sub-owners**") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the ("**Identified Parties**")), shall not make a contribution of any amount to the Mayor of the City of Chicago ("**Mayor**") or to his political fundraising committee (i) after execution of this Agreement by Contractor, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Contractor or the date Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 11-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 11-4.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 11-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 11-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject Contractor's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married, as marriage is defined under Illinois law; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
  - 1. The partners have been residing together for at least 12 months.
  - 2. The partners have common or joint ownership of a residence.
  - 3. The partners have at least two of the following arrangements:
    - a. joint ownership of a motor vehicle;
    - b. a joint credit account;
    - c. a joint checking account;
    - d. a lease for a residence identifying both domestic partners as tenants.
  - 4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

#### **8.14 Firms Owned or Operated by Individuals with Disabilities**

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

#### **8.15 Governing Law and Jurisdiction**

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

#### **ARTICLE 9 NOTICES**

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:	Special Service Area #38 Commission 4054 N. Lincoln Ave. Chicago, Illinois 60618  Department of Housing and Economic Development City Hall, Room 1000 121 North LaSalle Street Chicago, Illinois 60602 Attention: Commissioner
With Copies to:	Department of Law Room 600, City Hall 121 North LaSalle Street Chicago, Illinois 60602 Attention: Corporation Counsel
If to Contractor:	Northcenter Chamber of Commerce 4054 N. Lincoln Ave. Chicago, Illinois 60618 Attention: Garrett Fitzgerald

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Section. Notices delivered by mail shall be deemed received 3 days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

#### **ARTICLE 10 CITY ACTION**

In the event that there is no duly constituted SSAC during the term of this Agreement, the City will retain all of the rights and obligations afforded to the SSAC hereunder.

## **ARTICLE 11 MULTI-PROJECT LABOR AGREEMENT**

The City has entered into the Multi-Project Labor Agreement (“PLA”) with various trades regarding projects as described in the PLA, a copy of which, without appendices, is attached hereto as Exhibit 9. A copy of the PLA, with appendices, may also be found on the City's website at <http://www.cityofchicago.org/PLA>. Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Services under this Agreement, and shall comply in all respects with any applicable provisions of the PLA.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

[Signature]  
SSAC Chairperson

CITY OF CHICAGO

By: [Signature]  
Commissioner, Department of  
Housing and Economic Development  
as of 12.14, 2014

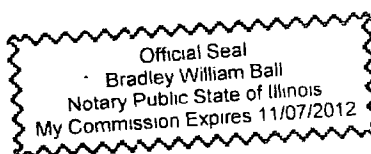
CONTRACTOR

By: Garry H. Fitzgerald  
Its: Executive Director, Northcenter COC  
Attested By: Babara A. See  
Its: Assistant Program Manager

State of Illinois  
County of COOK

This instrument was acknowledged before me on 12/7/2011 (date) by  
(name/s of person/s) as Garry H. Fitzgerald <sup>Executive Director</sup> (type of authority, e.g., officer, trustee, etc.) of Northcenter Chamber  
(name of party on behalf of whom instrument was executed) of Commerce

[Signature]  
(Signature of Notary Public)






## 2012 BUDGET & SERVICES - SIGNATURE PAGE

SSA # 38 Northcenter

Budget & Services Period: January 1, 2012 to December 31, 2012

The 2012 Budget & Services were approved by the SSA Commission.

	WARREN SMITH	7/26/11
SSA Chairperson Signature	SSA Chairperson Printed Name	Date

**EXHIBIT 2**

**Economic Disclosure Statement and Affidavit  
(See Attached)**

# **SCHEDULE A: 2012 SSA BUDGET & SERVICES SUMMARY**

City of Chicago, Department of Housing and Economic Development

Select one:

☒ Original  
☐ Amended

SSA # 38 Northcenter

Service Provider: Northcenter Chamber of Commerce

Budget Period: January 1, 2012 to December 31, 2012

<b>2012 BUDGET SUMMARY</b>	<b>2011 Levy</b>	<b>+</b>	<b>Carry Over</b>	<b>=</b>	<b>2012 Budget</b>
CATEGORY					
1.00 Advertising & Promotion	\$ -	+	\$ -	=	\$ -
2.00 Public Way Maintenance	\$ 80,000	+	\$ 6,500	=	\$ 86,500
3.00 Public Way Aesthetics	\$ 44,000	+	\$ 14,574	=	\$ 58,574
4.00 Tenant Retention/Attraction	\$ -	+	\$ 250	=	\$ 250
5.00 Façade Improvements	\$ -	+	\$ -	=	\$ -
6.00 Parking/Transit/Accessibility	\$ -	+	\$ -	=	\$ -
7.00 Safety Programs	\$ -	+	\$ -	=	\$ -
8.00 District Planning	\$ -	+	\$ -	=	\$ -
9.00 Other Technical Assistance	\$ -	+	\$ -	=	\$ -
10.00 Personnel	\$ 38,370	+	\$ 1,500	=	\$ 39,870
11.00 Admin Non-Personnel	\$ 10,955	+	\$ -	=	\$ 10,955
12.00 Loss Collection: 8.0%	\$ 4,000	+	\$ 10,250	=	\$ 14,250
<b>GRAND TOTAL</b>	<b>\$ 177,325</b>	<b>+</b>	<b>\$ 33,074</b>	<b>=</b>	<b>\$ 210,399</b>

<b>2012 Budget</b>	<b>\$ 210,399</b>
--------------------	-------------------

<b>LEVY ANALYSIS</b>		
1	Estimated 2010 EAV:	\$108,128,388
2	Authorized Tax Rate Cap:	0.164%
3	Estimated 2011 Levy:	\$177,325
4	Estimated Tax Rate to Generate 2011 Levy (EAV x Est. 2011 Levy = Est. Tax Rate):	0.164%

<b>2012 SSA SERVICES SUMMARY</b>	
2.00 Public Way Maintenance	
3.00 Public Way Aesthetics	
4.00 Tenant Retention/Attraction	

IMPOSITION OF TAX LEVY, APPROVAL OF 2011 BUDGET AND EXECUTION OF  
SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 38.

[O2010-6327]

The Committee on Finance submitted the following report:

CHICAGO, November 3, 2010.

*To the President and Members of the City Council:*

Your Committee on Finance, having had under consideration an ordinance authorizing the imposition of a tax levy, the approval of the 2011 budget and the approval of a service provider agreement for Special Service Area Number 38, amount to be levied: \$169,070, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the Committee.

Respectfully submitted,

(Signed) EDWARD M. BURKE,  
*Chairman.*

On motion of Alderman Burke, the said proposed ordinance transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

Yeas -- Aldermen Moreno, Fioretti, Dowell, Preckwinkle, Hairston, Lyie, Jackson, Harris, Pope, Balcer, Cárdenas, Olivo, Burke, Foulkes, Thompson, Thomas, Lane, Rugai, Cochran, Brookins, Muñoz, Zaiewski, Dixon, Solis, Maldonado, Burnett, E. Smith, Graham, Reboyras, Suarez, Waguespack, Mell, Austin, Colón, Mitts, Allen, Laurino, O'Connor, Reilly, Daley, Tunney, Levar, Shiller, Schulter, M. Smith, Moore, Stone -- 47.

Nays -- None.

Alderman Pope moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

1

WHEREAS, Special service areas may be established pursuant to Article VII, Sections 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act") and pursuant to the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, On December 7, 2005, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 38 (the "Area") and authorized the levy of an annual tax, for the period beginning in tax year 2005 through and including tax year 2014, not to exceed an annual rate of one hundred sixty-four thousandths of one percent (0.164%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Special Services"); and

WHEREAS, The Establishment Ordinance established the Area consisting of Western Avenue, from Montrose Avenue to Belmont Avenue; Lincoln Avenue, from Addison Street to Montrose Avenue; and Irving Park Road, from Ravenswood Avenue to Campbell Avenue; and

WHEREAS, The Special Services authorized in the Establishment Ordinance include but are not limited to maintenance and beautification activities, coordinated marketing and promotional activities, parking and transit programs, area strategic planning, business retention/recruitment initiatives, building facade improvements, security services and other technical assistance activities to promote community and economic development; and

WHEREAS, The Establishment Ordinance provided for the appointment of the Northcenter Special Service Area Commission (the "Commission") for the purpose of recommending to the Mayor and to the City Council a yearly budget based upon the cost of providing the Special Services and further to advise the Mayor and the City Council regarding the amount of the Services Tax to be levied; and

WHEREAS, It is the responsibility of the Commission to recommend to the Department of Community Development, the Mayor and the City Council an entity to serve as a service provider (the "Service Provider"), the form of an agreement between the City and the Service Provider for the provision of Special Services to the Area, and a line item budget to be included in the agreement between the City and the Service Provider; and

WHEREAS, The Commission has been duly appointed and qualified and has heretofore prepared and transmitted to the Acting Commissioner of the Department of Community Development (the "Commissioner") and to the City Council its recommendations for a budget to provide the Special Services in the Area for the fiscal year commencing January 1, 2011, and has advised the Mayor and the City Council concerning the Services Tax for the tax year 2010 for the purpose of providing funds necessary to provide the Special Services, and has

recommended to the Department of Community Development, the Mayor and the City Council an agreement with the Service Provider, with a one-year term, the terms and conditions of which provide for the expenditure of the Services Tax for the provision of the Special Services for the fiscal year commencing January 1, 2011, in substantially the form attached hereto as Exhibit A; now, therefore,

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the following sums in the amounts and for the purposes necessary to provide the Special Services in and for the Area, the estimated amounts of miscellaneous income and the amounts required to be raised by the levy of the Services Tax indicated as follows:

Northcenter Special Service Area Commission

Special Service Area Budget.

For the fiscal year commencing January 1, 2011 and ending December 31, 2011.

	Expenditures
Service Provider Agreement for the provision of Special Services	\$228,570
TOTAL BUDGET REQUEST:	\$228,570

Source Of Funding

Tax levy at an annual rate not to exceed one hundred sixty-four thousandths of one percent (0.164%) of the equalized assessed value of the taxable property within Special Service Area Number 38	\$169,070
Carryover funds from previous tax years	\$59,500

**SECTION 3. Levy Of Taxes.** There is hereby levied pursuant to the provisions of Article VII, Sections 6(a) and 6(1)(2) of the Constitution of the State of Illinois and pursuant to the provisions of the Act and pursuant to the provisions of the Establishment Ordinance, the sum of \$169,070 as the amount of the Services Tax for the tax year 2010.

**SECTION 4. Filing.** The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 28, 2010, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2010 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

**SECTION 5. Service Provider Agreement.** The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an agreement with Northcenter Chamber of Commerce, an Illinois not-for-profit corporation, in substantially the form attached hereto as Exhibit A and hereby made a part hereof (the "Service Provider Agreement"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Service Provider Agreement.

**SECTION 6. Enforceability.** If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

**SECTION 7. Conflict.** This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

**SECTION 8. Publication.** This ordinance shall be published by the City Clerk, in special pamphlet form, by preparing at least one hundred (100) copies thereof, which copies are to be made available in his office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

**SECTION 9. Effective Date.** This ordinance shall take effect 10 days after its passage and publication.

Exhibit "A" referred to in this ordinance reads as follows:

**Agreement for Special Service Area #38**

between

**the CITY OF CHICAGO**

(Represented by the Special Service Area Commission)

and

**NORTHCENTER CHAMBER OF COMMERCE**

effective January 1, 2011 through December 31, 2011

**Richard M. Daley**  
**Mayor**



## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 INCORPORATION OF RECITALS .....	2
ARTICLE 2 DEFINITIONS .....	2
ARTICLE 3 DUTIES AND RESPONSIBILITIES OF CONTRACTOR .....	3
3.01 Scope of Services .....	3
3.02 Standard of Performance .....	3
3.03 Personnel .....	4
3.04 Nondiscrimination .....	5
3.05 Insurance .....	6
3.06 Indemnification .....	6
3.07 Records and Audits .....	7
3.08 Subcontracts and Assignments .....	9
3.09 License, Permits and Safety Considerations .....	9
3.10 Performance Bond .....	10
ARTICLE 4 TERM OF SERVICES .....	10
ARTICLE 5 COMPENSATION .....	11
5.01 Basis of Payment .....	11
5.02 Budget for Services .....	11
5.03 Method of Payment .....	11
5.04 Criteria for Payment .....	12
5.05 Funding .....	12
5.06 Non-Appropriation .....	12
ARTICLE 6 SPECIAL CONDITIONS .....	12
6.01 Warranties and Representations .....	12
6.02 Economic Disclosure Statement .....	14
6.03 Conflict of Interest .....	14
6.04 Non-liability of Public Officials .....	15
6.05 Independent Contractor .....	15
6.06 Business Relationships with Elected Officials .....	15
6.07 Chicago "Living Wage" Ordinance .....	16
6.08 Deemed Inclusion .....	17
6.09 Environmental Warranties and Representations .....	17
6.10 EDS / Certification Regarding Suspension and Debarment .....	18
6.11 Ethics .....	18
6.12 MacBride Ordinance .....	18

6.13 Cooperation in Investigations .....	19
ARTICLE 7 EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION .....	19
7.01 Events of Default Defined .....	19
7.02 Remedies .....	20
7.03 Right to Offset .....	21
7.04 Suspension .....	21
7.05 No Damages for Delay .....	21
7.06 Termination for Convenience .....	21
ARTICLE 8 GENERAL CONDITIONS .....	22
8.01 Entire Agreement .....	22
8.02 Counterparts .....	22
8.03 Amendments .....	22
8.04 Compliance with All Laws .....	22
8.05 Compliance with ADA and Other Accessibility Laws .....	22
8.06 Assigns .....	23
8.07 Cooperation .....	23
8.08 Severability .....	23
8.09 Interpretation .....	24
8.10 Miscellaneous Provisions .....	24
8.11 Disputes .....	24
8.12 Contractor Affidavit .....	24
8.13 Prohibition on Certain Contributions .....	24
8.14 Firms Owned or Operated by Individuals with Disabilities .....	26
8.15 Governing Law and Jurisdiction .....	26
ARTICLE 9 NOTICES .....	27
ARTICLE 10 CITY ACTION .....	27
EXHIBIT 1 Scope of Services	
EXHIBIT 2 Budget	
EXHIBIT 3 Economic Disclosure Statement and Affidavit	
EXHIBIT 4 Insurance Provisions	
EXHIBIT 5 Security Firm Insurance Provisions	
EXHIBIT 6 Prevailing Wages	

EXHIBIT 7 Performance Bond Form

EXHIBIT 8 Contractor Affidavit

EXHIBIT 9 Additional Audit Requirements

## **AGREEMENT**

This Agreement for the management of Special Service Area Number 38 is entered into on January 1, 2011 by and between Northcenter Chamber of Commerce, an Illinois not-for-profit corporation ("Contractor"), and the City of Chicago ("City"), a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through the Special Service Area Commission at Chicago, Illinois.

## **RECITALS**

WHEREAS, special service areas may be established pursuant to Article VII, §§ 6(1) and 7(6) of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 et seq.; and

WHEREAS, the City Council of the City of Chicago ("City Council") has established a special service area known and designated as "Special Service Area Number 38" ("Area"), to provide special services in addition to those services provided generally by the City ("Special Services"). The City Council has further authorized the levy of an annual ad valorem real property tax in the Area sufficient to produce revenues required to provide those Special Services but not to exceed .164% of the equalized assessed value of all property within the Area ("Service Tax"), all as provided in the Establishment Ordinance (hereinafter defined); and

WHEREAS, the City Council, on November 3, 2010, authorized the levy of the Service Tax and appropriation of the funds therefrom for the Area for fiscal year 2011 for the provision of the Special Services in the Area, and the City wishes to provide that the Contractor, beginning on January 1, 2011, and continuing until December 31, 2011, may use those funds to provide the Services, subject to the terms and conditions of this Agreement; and

WHEREAS, the Contractor and the City desire to enter into this Agreement to provide such Special Services in the Area and the Contractor is ready, willing and able to enter into this Agreement to provide the Special Services to the full satisfaction of the City;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and the Contractor agree as follows:

## **ARTICLE 1 INCORPORATION OF RECITALS**

The recitals set forth above are incorporated by reference as if fully set forth herein.

## **ARTICLE 2 DEFINITIONS**

The following words and phrases shall have the following meanings for purposes of this Agreement:

**"Agreement"** means this Special Service Area Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

**"Commissioner"** means the Commissioner or Acting Commissioner of the Department of Community Development or a duly authorized representative of the Commissioner or Acting Commissioner of the Department of Community Development.

**"Construction"** means that work of a nature constituting "public works" as defined in 820 ILCS 130/2, such as landscaping and building activities, including but not limited to, physical building improvements, installations and other fixed works, but does not include pre-development work (design and preparation of specifications).

**"Days"** means business days in accordance with the City of Chicago business calendar.

**"Department"** means the City of Chicago Department of Community Development.

**"Establishment Ordinance"** means the ordinance enacted by City Council on December 7, 2005, and any subsequent amendments thereto authorizing imposition of the Service Tax and setting forth the Special Services to be provided in the Area.

**"Risk Management Division"** means the Risk Management Division of the Department of Finance which is under the direction of the Comptroller of the City and is charged with reviewing and analyzing insurance and related liability matters for the City.

**"Security Firm"** means a business entity certified by the State of Illinois pursuant to the Private Detective, Private Alarm and Private Security Act of 1993, 225 ILCS 446/1 et seq., and whose employees are licensed by the State of Illinois.

**"Services"** means, collectively, the services, duties and responsibilities described in Article 3 and Exhibit 1 (Scope of Services) of this Agreement and any revisions thereof and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

**"Service Tax Funds"** means the amount actually collected pursuant to the Service Tax.

**"Special Service Area Commission ('SSAC')"** means the body established pursuant to the Establishment Ordinance to prepare the Budget, identify a Contractor and supervise the provision of the Special Services in the Area.

**"Subcontractor"** means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors of any tier, subconsultants of any tier, suppliers and materialmen, whether or not in privity with the Contractor.

**"Surplus Funds"**, also referred to as "Carry-Over Funds", means those Service Tax Funds already collected and disbursed to the Contractor in prior years for the provision of Special Services in the Area which remain unspent, including any interest earned thereon.

### **ARTICLE 3 DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

#### **3.01 Scope of Services**

The Services which the Contractor shall provide during the first year of this Agreement include, but are not limited to, those described in this Article 3 and in Exhibit 1 which is attached hereto and incorporated by reference as if fully set forth here. The SSAC reserves the right to require the Contractor to perform revised services that are within the general scope of services of this Agreement and of the Special Services identified in the Establishment Ordinance subject to the same terms and conditions herein. Revised services are limited to changes or revisions to the line items in the Budget, do not affect the maximum compensation and require the prior written approval of the SSAC. The SSAC may, by written notice to the Department and the Contractor, delete or amend the figures contained and described in the Budget attached hereto as Exhibit 2 and incorporated by reference as if fully set forth herein. The Contractor shall provide the Services in accordance with the standards of performance set forth in Section 3.02.

For each subsequent year during the term of this Agreement, if any, a Scope of Services for that year, comprised of services authorized in the Establishment Ordinance, shall be prepared by the SSAC in consultation with the Contractor subject to the approval of the Commissioner, and incorporated into this Agreement by written amendment pursuant to Section 8.03 hereof, together with a Budget for that year and any revised insurance requirements which are recommended by the Risk Management Division pursuant to its review of the Scope of Services for that year.

#### **3.02 Standard of Performance**

The Contractor shall perform all Services required of it with that degree of skill, care and diligence normally shown by a contractor performing services of a scope, purpose and magnitude comparable with the nature of the Services to be provided hereunder. The Contractor shall at all times use every reasonable effort on behalf of the City to assure timely and satisfactory rendering

and completion of its Services.

The Contractor shall at all times act in the best interests of the City consistent with the professional obligations assumed by it in entering into this Agreement. The Contractor shall perform all Services in accordance with the terms and conditions of this Agreement and to the full satisfaction of the SSAC. The Contractor shall furnish efficient business administration and supervision to render and complete the Services at reasonable cost.

The Contractor shall assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. The Contractor remains responsible for the professional and technical accuracy of all Services provided, whether by the Contractor or its Subcontractors or others on its behalf.

If the SSAC determines that the Contractor has failed to comply with the foregoing standards, the Contractor shall perform again, at its own expense, all Services required to be reperfomed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any or all of the Services by the City does not relieve the Contractor of its responsibility for the professional and technical accuracy of its Services. This provision in no way limits the City's rights against Contractor, either under this Agreement, at law or in equity.

### **3.03 Personnel**

#### **A. Key Personnel**

The Contractor shall, immediately upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension thereof an adequate staff of competent personnel, who are fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Contractor shall pay the salaries and wages due all its employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for such payroll deductions as are mandatory by law or are permitted under applicable law and regulations.

#### **B. Prevailing Wages**

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with 820 ILCS 130/0.01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborers, workers, and mechanics employed by or on behalf of the Contractor and all Subcontractors in connection with any and all Construction work. The prevailing rates of wages applicable at the time of execution of this Agreement are included in Exhibit 6 to this Agreement, which is incorporated by reference as though fully set forth herein.

### C. Illinois Workers, Veterans Preference and Steel Products

If the Contractor engages in Construction, it shall comply, and shall cause all of its Subcontractors to comply by inserting appropriate provisions in their contracts, with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., the Veterans Preference Act, 330 ILCS 55/0.01 et seq., and the Steel Products Procurement Act, 35 ILCS 30/565/1 et seq.

#### 3.04 Nondiscrimination

##### (a) Contractor

##### (i) Federal Requirements

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

##### (ii) State Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1990), as amended, and all other applicable state statutes, regulations and other laws.



(iii) City Requirements

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

(b) **Subcontractors**

Contractor must incorporate all of this Section 3.04 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

**3.05 Insurance**

The Contractor shall comply with the insurance provisions attached hereto as Exhibit 4 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor enters into a subcontract with a Security Firm such Security Firm shall comply with the insurance provisions attached hereto as Exhibit 5 and incorporated by reference as if fully set forth herein, or such other insurance provisions as may be required in the reasonable judgment of the Risk Management Division. If the Contractor subcontracts with a Subcontractor other than a Security Firm, such Subcontractor shall comply with the Contractor insurance provisions attached hereto as Exhibit 4.

The Risk Management Division may waive or reduce any of the insurance requirements set forth herein. In addition, the Risk Management Division will review each new Scope of Services which the SSAC, in consultation with the Contractor, prepares annually during the term of this Agreement pursuant to Section 3.01 and may, if it wishes, revise the insurance required herein.

**3.06 Indemnification**

A. On written notice from the City of Losses the City believes are Losses Arising under this Agreement as defined in this Section 3.06, the Contractor shall defend, indemnify, and hold completely harmless the City Indemnitees from and against such Losses, regardless of whether Contractor challenges the City's belief. The defense, indemnification and hold harmless obligations of the Contractor toward City Indemnitees remain an affirmative obligation of Contractor following the City's notice of Losses the City believes are Losses Arising under this Agreement, unless and until a court of competent jurisdiction finally determines otherwise and all opportunities for appeal

have been exhausted or have lapsed.

B. For purposes of this Section 3.06,

**“City Indemnitees”** means, individually and collectively, the City of Chicago, its officials, agents, employees and SSAC members.

**“Losses”** means, individually and collectively, all kinds of liabilities, losses, suits, claims, damages, judgments, fines, and demands, including all reasonable costs for investigation, reasonable attorneys’ fees, court costs, and experts’ fees, arising by reason of injury or death of any person, damage to property, patent or copyright infringement.

**“Arising under this Agreement”** means (i) arising out of awarding this Agreement, (ii) arising out of the enforcement of this Agreement, including the enforcement of this indemnification provision; (iii) arising out of or in connection with Contractor’s performance or non-performance of this Agreement (including the acts or omission of Contractor, its officers, agents, employees, consultants, subcontractors, licensees, or invitees), any breach by any of them of any warranty made under this Agreement, or any failure by any of them to meet any applicable standard of performance under this Agreement; or (iv) any combination of any of the foregoing.

C. To the extent permissible by law, Contractor waives any limits on Contractor’s liability that it would otherwise have by virtue of the Worker’s Compensation Act or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Worker’s Compensation Act or under the Illinois Pension Code.

D. The City has the right, at its option and at its own expense, to participate in the defense of any suit without relieving Contractor of any of its obligations under this indemnity provision. The requirements set forth in this indemnity provision are separate from and not limited by the amount of insurance Contractor is required to obtain under this Agreement or by its bonds pursuant to other provisions in this Agreement. Further, the indemnitees contained in this provision survive the expiration or termination of this Agreement.

### **3.07 Records and Audits**

The Contractor shall deliver or cause to be delivered all documents, data, studies, reports, findings or information to the SSAC promptly in accordance with the time limits prescribed herein and if no time limit is specified, then upon reasonable demand therefore, or upon termination or completion of the Services hereunder.

The Contractor agrees to adopt at its own expense such financial controls, including, without limitation, the employment of a fiscal agent approved by the Commissioner, as determined by the Commissioner in his sole discretion and communicated in writing to the Contractor after the date

of execution of this Agreement, to ensure that the Contractor is fulfilling the terms of this Agreement.

The Contractor and any Subcontractors shall furnish the SSAC with semi-annual reports or provide such information as may be requested relative to the performance and cost of the Services. The Contractor shall maintain records showing actual time devoted and costs incurred. The Contractor shall keep books, documents, paper, records and accounts in connection with the Services open to inspection, copying, abstracting, transcription, and an independent audit by City employees or agents or third parties, and shall make these records available to the City and any other interested governmental agency at reasonable times during the performance of its Services. In addition, Contractor shall retain them in a safe place and make them available for an independent audit, inspection, copying and abstracting for at least five years after the final payment made in connection with this Agreement.

THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES, and to the extent that the Contractor conducts any business operations separate and apart from the Services hereunder using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then the Contractor shall maintain and make similarly available to the City detailed records supporting the Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

The Contractor shall provide an annual audited financial statement (a "Third Party Audit") to the Department and the SSAC within 120 calendar days after the end of the calendar year, and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout. Contractor must comply with the requirements in Exhibit 9 with respect to any Third Party Audit. If any Third Party Audit shows that Contractor or any of its Subcontractors has overcharged the City in any period, the City will notify Contractor, and Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges. Any failure to comply with the audit requirements set forth in Exhibit 9 of the Agreement shall constitute an event of default under the Agreement. If such event of default is not corrected to the City's satisfaction within the cure period identified by the City, the City may incur costs to conduct any supplementary audit it deems necessary, and Contractor must then promptly reimburse the City for any such costs. No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents that the City would have had in the absence of such provisions.

The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the

audit, as follows:

A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

If the City is unable to make a determination regarding overcharges to City as a result of Contractor's not having maintained records as required under this Agreement, Contractor must promptly reimburse the City for some or all of the cost of the audit, as determined in the sole discretion of the City. Failure of Contractor to promptly reimburse the City in accordance with this Section 3.07 is an event of default under Section 7.01 of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

### **3.08 Subcontracts and Assignments**

The Contractor shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein or without the express written consent of the SSAC. The absence of such provision or written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Services or this Agreement.

All subcontracts, all approvals of Subcontractors and any assignment to which the SSAC consents are, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement.

If the Contractor subcontracts for security services, the Subcontractor shall be a Security Firm certified by the State of Illinois and the Security Firm's employees shall be licensed by the State of Illinois. The Contractor, upon entering into any subcontract with a Security Firm, shall furnish the SSAC and the Department with a copy of the subcontract for their approval. The City expressly reserves the right to approve all Security Firm subcontracts.

### **3.09 License, Permits and Safety Considerations**

#### **A. Licenses and Permits**

If the Contractor engages in Construction, it is responsible for and, in a timely manner consistent with its obligations hereunder, shall secure and maintain at its expense such permits,

licenses, authorizations and approvals as are necessary for it to engage Construction under this Agreement.

#### **B. Safety Considerations**

If the Contractor engages in Construction, it shall at all times exercise reasonable care, shall comply with all applicable provisions of federal, state and local laws to prevent accidents or injuries, and shall take all appropriate precautions to avoid damage to and loss of City property and the property of third parties in connection with the Construction. The Contractor shall erect and properly maintain at all times all necessary safeguards, barriers, flags and lights for the protection of its and its Subcontractors' employees, City employees and the public.

If the Contractor engages in Construction, it shall report to the Department any damage on, about, under or adjacent to City property or the property of third persons resulting from its performance under this Agreement. The Contractor is responsible for any damage to City property and the property of third parties due, in whole or in part, to the Contractor's Construction activities under this Agreement, and the Contractor shall repair such damage to a reasonably acceptable standard.

#### **3.10 Performance Bond**

If the Contractor engages in Construction work where expenditures exceed \$100,000, it shall, not later than the date the Contractor begins such work or executes a subcontract for such work, provide or cause to be provided to the Department a performance and payment bond in the amount allocated for the Construction work (but not including the amount allocated for design and preparation of specifications), by a surety or sureties acceptable to the City. The performance bond shall be in the form and to the effect of Exhibit 7 hereto, which is incorporated by reference as if fully set forth here.

If any of the sureties on such bond at any time fail financially, or are deemed to be insufficient security for the penalty of the bond, then the City may, on giving 10 days notice thereof in writing, require the Contractor to furnish a new and additional bond with sureties satisfactory to the City, and, if so required, Contractor must promptly provide such bond.

#### **ARTICLE 4 TERM OF SERVICES**

This Agreement shall take effect as of January 1, 2011 ("Effective Date") and shall continue through December 31, 2011, or until the Agreement is terminated earlier in accordance with its terms.

## **ARTICLE 5 COMPENSATION**

### **5.01 Basis of Payment**

The maximum compensation that the Contractor may be paid under this Agreement between January 1, 2011 and December 31, 2011 is the sum of (a) \$169,070 or the total amount of Service Tax Funds actually collected for tax year 2010, whichever is less; and (b) the total amount of Surplus Funds in the amount of \$59,500 which are being carried over from previous program years and which the Contractor hereby acknowledges are in its possession; the maximum compensation that the Contractor may be paid under this Agreement between January 1, 2011 and December 31, 2011, therefore, shall not exceed \$228,570.

For each subsequent year of this Agreement, if any, the maximum compensation that the Contractor may be paid under this Agreement is the amount set forth in the Budget for that year, pursuant to Section 5.02 and 8.03, or the amount of Service Tax Funds actually collected for the preceding tax year, whichever is less; provided that the maximum amount of compensation for such year of this Agreement may also include the amount of Service Tax Funds collected for prior tax years which remain previously unspent.

### **5.02 Budget for Services**

The Contractor in conjunction with the SSAC has prepared a Budget through December 31, 2011, attached hereto as Exhibit 2 and incorporated by reference as if fully set forth here, covering all services described in the Scope of Services. Subject to the restriction that the maximum amount that may be spent in calendar year 2011 may not exceed \$228,570, the SSAC reserves the right to transfer funds between line items or make Budget revisions that do not affect the maximum compensation set forth in Section 5.01. The SSAC shall revise the Budget if any part of the Contractor's Services is terminated.

For each subsequent year of this Agreement, if any, and subject to the provisions of Section 3.01, a Budget for that year shall be incorporated into this Agreement by written amendment pursuant to Section 8.03.

### **5.03 Method of Payment**

Pursuant to a schedule to be determined by the Commissioner, after the performance of Services pursuant to the terms of this Agreement, Contractor may submit invoices to the City to request reimbursement for such expenses. The Contractor must provide, along with the invoices, such additional documentation as the Commissioner requests to substantiate the Services. Upon the Commissioner's determination that the invoices are accurate, the City will process payment of the invoices.

The Contractor shall establish a separate checking account ("Account") in a bank authorized

to do business in the State of Illinois that is insured by the Federal Deposit Insurance Corporation. All Service Tax Funds that the Comptroller transfers to the Contractor shall be deposited in the Account and disbursements from the Account shall be pursuant to this Agreement. THE CONTRACTOR SHALL NOT COMMINGLE SERVICE TAX FUNDS WITH FUNDS FROM OTHER SOURCES. The Contractor shall provide to the SSAC the signature card and sample check from the bank which shows the signature(s) of the Contractor's authorized representative(s). The SSAC reserves the right to audit the account and require the Contractor to refund any funds that were not spent pursuant to the Budget or that were not approved by the SSAC. The name and address of the bank is \_\_\_\_\_ and the wire transfer and the Account numbers are \_\_\_\_\_.

All funds remaining in the Account at the expiration or early termination of this Agreement, including any interest earned, belong to the City for the benefit of the Area and shall be returned to the City to be used only for Special Services.

#### **5.04 Criteria for Payment**

The SSAC shall determine the reasonableness, allocability and allowability of any rates, costs and expenses charged or incurred by the Contractor.

#### **5.05 Funding**

Payments under this Agreement shall be made from Service Tax Funds in fund number A13 and are subject to the availability of funds therein.

#### **5.06 Non-Appropriation**

In the event that no funds or insufficient funds are appropriated and budgeted in any City fiscal period for payments to be made under this Agreement, then the City will notify the Contractor of such occurrence and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments shall be made or due to the Contractor under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments hereunder.

### **ARTICLE 6 SPECIAL CONDITIONS**

#### **6.01 Warranties and Representations**

In connection with the execution of this Agreement, the Contractor warrants and represents:

- A. That it is financially solvent; that it and each of its employees, agents, and

Subcontractors are competent to perform the Services required; that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and

B. That it shall not knowingly use the services of any ineligible Subcontractor for any purpose in the performance of the Services; and

C. That it and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Department to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City; and

D. That it and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code of Chicago, 720 ILCS 5/33E-1 et seq. of the Criminal Code of 1961, and 65 ILCS 5/11-42.1-1 of the Illinois Municipal Code; and

E. That it, all Subcontractors and their respective officers, directors, agents, partners, and employees shall cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provision and require understanding and compliance therewith; and

F. That, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached hereto, no representation, statement or promise, oral or written, or of any kind whatsoever, by the City, its officials, agents or employees, has induced the Contractor to enter into this Agreement; and

G. That the Contractor understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination for default.

H. That neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

I. Contractor understands and will abide by all provisions of Chapter 2-26 of the



Municipal Code of the City of Chicago.

### **6.02 Economic Disclosure Statement and Affidavit**

The Contractor has provided the City with an Economic Disclosure Statement (EDS) and Affidavit, "Familial Relationships with Elected City Officials and Department Heads," which is attached hereto as Exhibit 3 and incorporated by reference as if fully set forth herein. Contractor shall apprise the Department promptly of any changes in the information provided in the EDS by completing and submitting a revised EDS.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

### **6.03 Conflict of Interest**

Pursuant to Chapter 2-156 of the Municipal Code of Chicago, and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, SSAC member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any SSAC member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no SSAC member, relative of any SSAC member, City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the

Contractor shall terminate such other services immediately upon request of the City.

#### **6.04 Non-liability of Public Officials**

No official, employee or agent of the City shall be charged personally by the Contractor, or by any assignee or Subcontractor of the Contractor, with any liability or expenses of defense or be held personally liable to them under any term or provision hereof, because of the City's execution or attempted execution hereof, or because of any breach hereof.

#### **6.05 Independent Contractor**

The Contractor shall perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent or partner of the City.

#### **6.06 Business Relationships with Elected Officials**

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a “**business relationship**” as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A “contractual or other private business dealing” shall not include any employment relationship of an official’s spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

## 6.07 Chicago "Living Wage" Ordinance

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

- (i) If Contractor has 25 or more full-time employees, and
- (ii) If at any time during the performance of this Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then
- (iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2010, the Base Wage is \$11.03, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up

to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Sections (a) through (d) above do not apply.

#### **6.08 Deemed Inclusion**

Provisions required by law, ordinances, rules, regulations or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

#### **6.09 Environmental Warranties and Representations**

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect Contractor's eligibility for future contract awards.

#### **6.10 EDS / Certification Regarding Suspension and Debarment**

Contractor certifies, as further evidenced in the EDS attached as Exhibit 3, by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of this Agreement and the transactions contemplated hereby.

#### **6.11 Ethics**

(a) In addition to other warranties and representations, Contractor warrants that no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to Contractor or higher tier subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

#### **6.12 MacBride Ordinance**

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if Contractor conducts any business operations in Northern Ireland, the Contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.12 do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

### **6.13 Cooperation in Investigations**

It is the duty of the Contractor and any bidder, proposer, subcontractor and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of the Contractor and any such bidder, proposer, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Contractor represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

It is the duty of the Contractor and any bidder, proposer, subcontractor and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of the Contractor and any such bidder, proposer, subcontractor or such applicant to cooperate with the Legislative Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-55 of the Municipal Code. Contractor represents that it understands and will abide by all provisions of Chapter 2-55 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

## **ARTICLE 7 EVENTS OF DEFAULT, REMEDIES, TERMINATION, RIGHT TO OFFSET, SUSPENSION**

### **7.01 Events of Default Defined**

The following constitute events of default:

A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

B. Contractor's material failure to perform any of its obligations under the Agreement including, but not limited to, the following:

- (1) failure to commence or ensure timely completion of the Services due to a reason or circumstance within Contractor's reasonable control;
- (2) failure to perform the Services in a manner satisfactory to the City;
- (3) failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
- (4) discontinuance of the Services for reasons within the Contractor's reasonable control;

(5) failure to comply with a material term of this Agreement, including but not limited to the provisions concerning insurance and nondiscrimination; and

(6) any other acts specifically and expressly stated in this Agreement as constituting an event of default.

C. The Contractor's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. The Contractor acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

## **7.02 Remedies**

The occurrence of any event of default which the Contractor fails to cure within 14 calendar days after receipt of notice specifying such default or which, if such event of default cannot reasonably be cured within 14 calendar days after notice, the Contractor fails, in the sole opinion of the Commissioner, to commence and continue diligent efforts to cure, permits the City to declare the Contractor in default. Whether to declare the Contractor in default is within the sole discretion of the Commissioner. Written notification of the default, and any intention of the City to terminate the Agreement, shall be provided to Contractor and such decision is final and effective upon Contractor's receipt of such notice. Upon receipt of such notice, the Contractor must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process of completion, to the City. At such time the City may invoke any legal or equitable remedy available to it including, but not limited to, the following:

A. The right to take over and complete the Services or any part thereof as agent for and at the cost of the Contractor, either directly or through others. The Contractor shall have, in such event, the right to offset from such cost the amount it would have cost the City under the terms and conditions herein had the Contractor completed the Services.

B. The right to terminate this Agreement as to any or all of the Services yet to be performed, effective at a time specified by the City.

C. The right of specific performance, an injunction or any other appropriate equitable remedy.

D. The right to money damages.

E. The right to withhold all or any part of Contractor's compensation hereunder.

F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

If the City considers it to be in its best interest, it may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits the Contractor to continue to provide the Services despite one or more events of default, the Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement nor does the City waive or relinquish any of its rights. No delay or omission to exercise any right accruing upon any event of default impairs any such right nor shall it be construed as a waiver of any event of default or acquiescence therein, and every such right may be exercised from time to time and as often as may be deemed expedient.

### **7.03 Right to Offset**

The City reserves its rights under § 2-92-380 of the Municipal Code of Chicago and the Commissioner shall consult with the SSAC before exercising such rights.

### **7.04 Suspension**

The City may at any time request that the Contractor suspend its Services, or any part thereof, by giving 15 days prior written notice to the Contractor or upon no notice in the event of emergency. No costs incurred after the effective date of such suspension shall be allowed. The Contractor shall promptly resume its performance upon written notice by the Department. The Budget may be revised pursuant to Section 5.02 to account for any additional costs or expenses actually incurred by the Contractor as a result of recommencing the Services.

### **7.05 No Damages for Delay**

The Contractor agrees that it, its members, if a partnership or joint venture and its Subcontractors shall make no claims against the City for damages, charges, additional costs or hourly fees for costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement.

### **7.06 Termination for Convenience**

In addition to termination for default, the City may, at any time, elect to terminate this Agreement or any portion of the Services to be performed under it at the sole discretion of the Commissioner by a written notice to the Contractor. If the City elects to terminate the Agreement in full, all Services shall cease and all materials accumulated in performing this Agreement, whether completed or in the process of completion, shall be delivered to the Department within 10 days after receipt of the notice or by the date stated in the notice.

During the final ten days or other time period stated in the notice, the Contractor shall restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the



termination shall be on the same basis as set forth in Article 5 hereof, but if any compensation is described or provided for on the basis of a period longer than ten days, then the compensation shall be prorated accordingly.

If a court of competent jurisdiction determines that the City's election to terminate this Agreement for default has been wrongful, then such termination shall be deemed to be an early termination.

## **ARTICLE 8 GENERAL CONDITIONS**

### **8.01 Entire Agreement**

This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly addressed herein.

### **8.02 Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

### **8.03 Amendments**

No changes, amendments, modifications or discharge of this Agreement, or any part thereof, shall be valid unless in writing and signed by the authorized agent of the Contractor and the Commissioner, or their successors and assigns. The City shall incur no liability for revised services without a written amendment to this Agreement pursuant to this Section.

### **8.04 Compliance with All Laws**

The Contractor shall at all times observe and comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, now existing or hereinafter in effect, which may in any manner affect the performance of this Agreement.

### **8.05 Compliance with ADA and Other Accessibility Laws**

If this Agreement involves services to the public, the Contractor warrants that all Services provided hereunder shall comply with all accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* and the Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility.

If this Agreement involves design for construction and/or Construction, the Contractor warrants that all design documents produced and/or used under this Agreement shall comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities; the Architectural Barriers Act, P.L. 90-480 and the Uniform Federal Accessibility Standards; and the Environmental Barriers Act, 410 ILCS 25/1 et seq., and the regulations promulgated thereto at Ill. Admin. Code tit. 71, ch. 1, § 400.110. In the event that the above cited standards are inconsistent, the Contractor shall comply with the standard providing greater accessibility. If the Contractor fails to comply with the foregoing standards, it shall perform again at no expense all services required to be reperformed as a direct or indirect result of such failure.

#### **8.06 Assigns**

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees and assigns.

#### **8.07 Cooperation**

The Contractor agrees at all times to cooperate fully with the City and to act in the City's best interests. Upon the termination or expiration of this Agreement, the Contractor shall make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its operations in connection with the Services, uninterrupted provision of Services during any transition period and shall otherwise comply with reasonable requests of the Department in connection with this Agreement's termination or expiration.

#### **8.08 Severability**

If any provision of this Agreement is held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering such provision inoperative or unenforceable in any other case or circumstances, or of rendering any other provision herein invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses or sections herein shall not effect the remaining portions of this Agreement or any part thereof.

## **8.09 Interpretation**

All headings in this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of gender are deemed to include correlative words of the other gender. Words importing the singular number include the plural number and vice versa, unless the context otherwise indicates. All references to exhibits or documents are deemed to include all supplements and/or amendments to such exhibits or documents if entered into in accordance with the terms and conditions hereof and thereof. All references to persons or entities are deemed to include any persons or entities succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions herein.

## **8.10 Miscellaneous Provisions**

Whenever under this Agreement the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to the Contractor's performance, the waiver, whether express or implied, applies only to that particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No waiver shall be construed as a modification of the Agreement regardless of the number of times the City may have waived the performance, requirement or condition.

## **8.11 Disputes**

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor and the SSAC by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

## **8.12 Contractor Affidavit**

The Contractor must provide to the City, no later than thirty days after the end of each year, a fully executed and notarized Affidavit certifying the expenditures and Services provided for the prior year. The form of this affidavit is attached as Exhibit 8 and incorporated by reference.

## **8.13 Prohibition on Certain Contributions**

Contractor agrees that Contractor, any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5 percent ("**Owners**"), spouses and domestic partners of such Owners, Contractor's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractor of more than 7.5 percent

(“**Sub-owners**”) and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the (“**Identified Parties**”)), shall not make a contribution of any amount to the Mayor of the City of Chicago (“**Mayor**”) or to his political fundraising committee (i) after execution of this Agreement by Contractor, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Contractor and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached Contractor or the date Contractor approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor’s political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor’s political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Contractor agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Contractor agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Commissioner may reject Contractor’s bid.

For purposes of this provision:

“**Bundle**” means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

“**Other Contract**” means any other agreement with the City of Chicago to which Contractor is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of

Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married, as marriage is defined under Illinois law; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
  - 1. The partners have been residing together for at least 12 months.
  - 2. The partners have common or joint ownership of a residence.
  - 3. The partners have at least two of the following arrangements:
    - a. joint ownership of a motor vehicle;
    - b. a joint credit account;
    - c. a joint checking account;
    - d. a lease for a residence identifying both domestic partners as tenants.
  - 4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended."

#### **8.14 Firms Owned or Operated by Individuals with Disabilities**

The City encourages Contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

#### **8.15 Governing Law and Jurisdiction**

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

## **ARTICLE 9 NOTICES**

Notices provided for herein shall be in writing and may be delivered personally or by United States mail, first class, certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:                      Special Service Area #38 Commission  
4054 N. Lincoln Ave.  
Chicago, Illinois 60618

Department of Community Development  
City Hall, Room 1000  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Commissioner

With Copies to:                      Department of Law  
Room 600, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Corporation Counsel

Northcenter Chamber of Commerce  
4054 N. Lincoln Ave.  
Chicago, Illinois 60618  
Attention: Garrett Fitzgerald

Changes in the above-referenced addresses must be in writing and delivered in accordance with the provisions of this Section. Notices delivered by mail shall be deemed received 3 days after mailing in accordance with this Section. Notices delivered personally shall be deemed effective upon receipt.

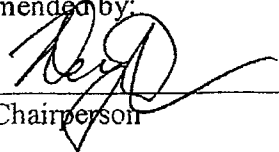
## **ARTICLE 10 CITY ACTION**

In the event that there is no duly constituted SSAC during the term of this Agreement, the City will retain all of the rights and obligations afforded to the SSAC hereunder.

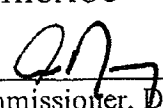
[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement on the date first set forth above, at Chicago, Illinois.

Recommended by:

  
\_\_\_\_\_  
SSAC Chairperson

CITY OF CHICAGO

By:   
\_\_\_\_\_  
Commissioner, Department of Housing and Economic  
Development  
as of 11/1, 20 11

CONTRACTOR

By:   
\_\_\_\_\_  
Its: Executive Director

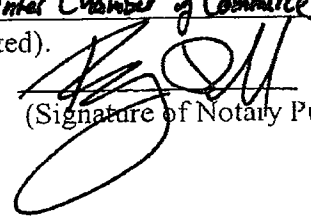
Attested By: Barbara A. See

Its: ASST. PROGRAM DIRECTOR

State of Illinois

County of Cook

This instrument was acknowledged before me on 9/8/11 (date) by Garrett Fitzgerald  
(name/s of person/s) as Executive Director (type of authority, e.g., officer, trustee, etc.) of \_\_\_\_\_  
Northwestern Chamber of Commerce (name of party on behalf of whom instrument was  
executed).

  
\_\_\_\_\_  
(Signature of Notary Public)

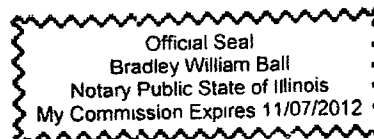


EXHIBIT 1

Scope of Services



## SSA #38 NORTHCENTER 2011 SCOPE OF SERVICES

Advertising & Promotion  
Public Way Maintenance  
Public Way Aesthetics  
District Planning

EXHIBIT 2

Budget

## SCHEDULE C: 2011 SSA BUDGET SUMMARY

### Department of Community Development

Special Service Area Number & Name: SSA # 38 Northcenter

SSA Chairperson: Warren Silver

Service Provider: Northcenter Chamber of Commerce

SSA Program Manager: Garrett FitzGerald

Budget Period: January 1, 2011 to December 31, 2011

Service	2010 Levy	+	Carry Over	=	2011 Budget
Advertising & Promotion	\$ 12,500		\$ -		\$ 12,500
Public Way Maintenance	\$ 65,300		\$ 25,000		\$ 90,300
Public Way Aesthetics	\$ 58,000		\$ 22,500		\$ 78,500
Tenant Retention/Attraction	\$ -		\$ -		\$ -
Façade Improvements	\$ -		\$ -		\$ -
Parking/Transit/Accessibility	\$ -		\$ -		\$ -
Safety Programs	\$ -		\$ -		\$ -
District Planning	\$ 16,570		\$ -		\$ 16,570
Other Technical Assistance	\$ -		\$ -		\$ -
<b>TOTAL SERVICES</b>	<b>\$ 150,370</b>		<b>\$ 47,500</b>		<b>\$ 197,870</b>
Administration	\$ 14,700		\$ -		\$ 14,700
Loss Collection 9.5%	\$ 4,000		\$ 12,000		\$ 16,000
<b>GRAND TOTAL</b>	<b>\$ 169,070</b>	<b>+</b>	<b>\$ 59,500</b>	<b>=</b>	<b>\$ 228,570</b>
<b>ADMIN/TOTAL BUDGET RATIO</b>					<b>6.4%</b>

LEVY ANALYSIS	
Estimated 2008 EAV:	\$104,732,586
Authorized Tax Rate Cap:	0.164%
Estimated Tax Rate for 2009 Levy:	0.161%
Estimated 2009 Levy:	\$169,070

## SIGNATURE PAGE

Special Service Area Name & Number: SSA #38 NORTHCENTER

Budget Period: January 1, 2011 to December 31, 2011

The attached budget is recommended and approved by the SSA Commission.

  
\_\_\_\_\_  
SSA Chairperson Signature

WARREN E SIGER  
\_\_\_\_\_  
SSA Chairperson Printed Name

August 20 2010  
\_\_\_\_\_  
Date

EXHIBIT 3

Economic Disclosure Statement and Affidavit

(Sub)Exhibit 3.  
(To Service Provider Agreement For  
Special Service Area No. 38)

City Of Chicago  
Economic Disclosure Statement And Affidavit.

SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Northcenter Chamber of Commerce

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. ☒ the Applicant

OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: \_\_\_\_\_

OR

3. ☐ a specified legal entity with a right of control (see Section II.B.Lb.) State the legal name of the entity in which Disclosing Party holds a right of control: \_\_\_\_\_

B. Business address of Disclosing Party: 4054 N Lincoln

C. Telephone:                      Fax: 773-525-1539 Email: garrett@northcenterchamber.com

D. Name of contact person: Garrett FitzGerald

E. Federal Employer Identification No. (if you have one):                     

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

SSA #38 Service Provider 2011 to provide services with the approved levy.

G. Which City agency or department is requesting this EDS? DCD

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_

## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

## A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- |   |   |
|---|---|
| <input type="checkbox"/> Person                                   | <input type="checkbox"/> Limited liability company*                 |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership*             |
| <input type="checkbox"/> Privately held business corporation      | <input type="checkbox"/> Joint venture*                             |
| <input type="checkbox"/> Sole proprietorship                      | <input checked="" type="checkbox"/> Not-for-profit corporation      |
| <input type="checkbox"/> General partnership*                     | (Is the not-for-profit corporation also a 501(c)(3))?               |
| <input type="checkbox"/> Limited partnership*                     | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| <input type="checkbox"/> Trust                                    | <input type="checkbox"/> Other (please specify)                     |

504(c)(6)

\* Note B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☐ Yes☐ No☒ N/A

## B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
Garrett FitzGerald, Executive Director	"NO MEMBERS"

Rober Engel, Board PresidentSimon Stein, TreasurerSee attached list

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or





any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf

Name

Title

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name

Business Address

Percentage Interest in the  
Disclosing Party

"NONE"

### SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

☐ Yes☒ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

### SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
---	---------------------	--	---

See attached

(Add sheets if necessary)

☐ Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

## SECTION V -- CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes      ☐ No      ☒ No person owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

☐ Yes      ☐ No

**B. FURTHER CERTIFICATIONS**

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.I.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

• any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6: If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

#### 1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☒ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

#### 2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter

2-32 of the Municipal Code, explain here (attach additional pages if necessary):

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

#### D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes

☒ No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

☐ Yes

☒ No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

**E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

☒ 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

☐ 2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

---

---

---

---

**SECTION VI – CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS**

**NOTE:** If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

**A. CERTIFICATION REGARDING LOBBYING**

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Begin list here, add sheets as necessary):

---

---

---

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>, linked on the page [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html).

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

#### **B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.



Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

☐ Yes

☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☐ Yes

☐ No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes

☐ No

If you checked "No" to question 1. or 2. above, please provide an explanation:

---

---

#### SECTION VII – ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H.2. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.


#### CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Northcenter Chamber of Commerce  
(Print or type name of Disclosing Party)

Date: 8/1/2010

By:

  
(sign here)

Garrett FitzGerald

(Print or type name of person signing)

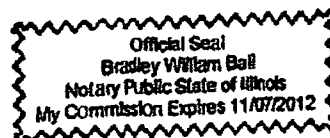
Executive Director

(Print or type title of person signing)

Signed and sworn to before me on (date) August 1, 2010 by Garrett FitzGerald  
at Cook County, Illinois (state).

  
Notary Public.

Commission expires: 11/07/12



## AFFIDAVIT

Northcenter Chamber of Commerce, a(n) 501(c)(3) non-profit corp (the "Affiant"), hereby certifies and declares as follows:

1. Neither the Affiant nor any Controlling Person (as defined below) of the Affiant has ever been convicted or in custody, under parole or under any other non-custodial supervision resulting from a conviction in a court of any jurisdiction for the commission of a felony of any kind, or of a criminal offense of whatever degree, involving;

- (a) bribery or attempted bribery, or its equivalent under any local, state or federal law, of any public officer or employee of the City of Chicago (the "City") or of any Sister Agency (as defined below); or
- (b) theft, fraud, forgery, perjury, dishonesty or deceit, or attempted theft, fraud, forgery, perjury, dishonesty or deceit, or its equivalent under any local, state or federal law, against the City or any Sister Agency; or
- (c) conspiring to engage in any of the acts set forth in items (a) or (b) of this Section 1.

2. Neither the Affiant nor any Controlling Person of the Affiant has made in any civil or criminal proceeding an admission of guilt of any of the conduct set forth in items (a) through (c), inclusive, of Section 1 above, under circumstances where such admission of guilt is a matter of record but has not resulted in criminal prosecution for such conduct.

3. Neither the Affiant nor any Controlling Person of the Affiant is charged with or indicted for any felony or criminal offense set forth in items (a) through (c), inclusive, of Section 1 above. Such ineligibility shall remain in effect until final adjudication is made with respect to such felony or criminal offense.

As used herein, "Controlling Person" shall mean any person who (1) is an officer, director, limited liability company manager, managing member, partner, general partner or limited partner of any business entity; or (2) owns, directly or indirectly through one or more intermediate ownership entities, more than 7.5% of the ownership interest in any business entity; or (3) controls, directly or indirectly through one or more intermediate ownership entities, the day-to-day management of any business entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity under this section, using substantially the same management, ownership or principals as the ineligible entity.

11/3/2010

REPORTS OF COMMITTEES

103935

As used herein, "Sister Agency" shall mean (1) the Board of Education of the City of Chicago; (2) Chicago Park District; (3) Chicago Transit Authority; (4) Community College District No. 508, Cook County, Illinois; (5) Chicago Housing Authority; or (6) the Public Building Commission of Chicago.

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of the Affiant, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate and complete as of the date hereof

Northcenter Chamber of Commerce  
(Print or type name of Affiant)

By:

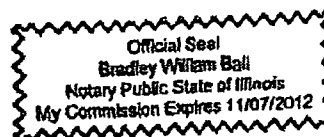
[Signature]  
(Sign here)

Garrett Fitzgerald  
(Print or type name of person signing)

Executive Director  
(Print or type title of person signing)

Signed and sworn to before me on (date) August 12, 2010, at Cook County,  
Illinois (State).

[Signature] Notary Public.  
Commission expires: 11-7-12



Attachments and Appendix "A" referred to in this Economic Disclosure Statement and Affidavit read as follows:

*Attachment To Section II. B. I.a.*  
(To Economic Disclosure Statement And Affidavit)

*2010 Northcenter Chamber Of Commerce*  
*Board Of Directors And Staff.*

Executive Committee

Robbie Engel	President/Beautification/Real Estate/Angel Sales, Inc.
Dan Scott	1 <sup>st</sup> Vice President/Ribfest/The UPS Store
Shawauna Ward	2 <sup>nd</sup> Vice President/Audit/National City (Now a part of PNC)
Simon Stein	Treasurer/Finance/Wintrust Mortgage
Michael Kane	Secretary/Membership/Kane Insurance Group, Inc.

Directors

Joe Burke	Guaranteed Rate/Membership
Nick Gyllin	TrueNorth Travel/Finance
Mike McCallum	Marketing/Public Relations/Baird & Warner
Kat Mackenzie	Nominating, Neumann Association
Scott Schechter	Philanthropy/Eagle Strategies, LLC
Sarah Spraker	Community Relations/Events/Concordia Place

Staff

Garrett FitzGerald	Executive Director
Brad Ball	Associate Director

*Attachment To Section IV.*  
(To Economic Disclosure Statement And Affidavit)

*2010 List Of Retained Parties For  
Special Service Area Number 38.*

Cleanstreet (Local Benefit Vendor)  
3501 West Flimore Street  
Chicago, Illinois 60624  
773-265-1370  
2011 Estimate: \$43,000

Tim's Snowplowing  
2161 West Warner Avenue  
Chicago, Illinois 60618  
773-267-7569  
2011 Estimate: \$50,500

Annette Held Landscape Design  
3731 North Monticello Avenue  
Chicago, Illinois 60618  
773-267-8289 extension 3  
2011 Estimate: \$30,000

Dennis Bilski  
312-543-2512  
2011 Estimate: \$10,700  
Provides landscaping services for Town Square and neighborhood obelisk planters

Jay Kowalski  
2500 North Paris Avenue  
Chicago, Illinois 60656  
2011 Estimate: \$2,550  
Auditor

*Appendix "A".*  
(To Economic Disclosure Statement And Affidavit)

*Familial Relationships With Elected City  
Officials And Department Heads.*

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which

has a direct ownership interest in the Applicant exceeding 7.5 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all corporate officers of the Disclosing Party, if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

☐ Yes

☒ No

If yes, please identify below (1) the name and title of such person; (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship; and (4) the precise nature of such familial relationship.

---

---

---



## Certification.

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Northcenter Chamber of Commerce  
(Print or type name of Disclosing Party)

Date: August 2, 2010

By:

(Signed): Garrett Fitzgerald  
(Sign here)

Garrett Fitzgerald  
(Print or type name of person signing)

Executive Director  
(Print or type title of person signing)

Signed and sworn to before me on (date)  
August 2, 2010, by Gerald Fitzgerald at  
Cook County, Illinois (State).

(Signed): Bradley William Ball  
Notary Public

Commission expires: November 7, 2012

[Official Seal]

## EXHIBIT 4

### CONTRACTOR INSURANCE PROVISIONS

#### INSURANCE REQUIREMENTS

##### **Special Services Area**

Contractor must provide and maintain at Contractor's own expense, during the term of the Agreement and time period following expiration if Contractor is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

#### **A. INSURANCE TO BE PROVIDED**

##### 1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.

##### 2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Work or Services.

##### 3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide Automobile Liability Insurance with limits of not less than \$500,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

##### 4) Professional Liability

When any professional consultant (e.g.; CPA's, Attorney, Architects, Engineers) perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$500,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Contract. A claims-made policy which is not renewed or replaced must have

an extended reporting period of two (2) years.

5) Crime

The Contractor is responsible for all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks.

**B. SECURITY FIRMS**

If the Contractor enters into a subcontract with a Security Firm, such Security Firm must be certified by State of Illinois, and the Security Firm's employees must be registered and certified by the State. Contractor must ensure and require any Security Firm subcontractor to comply with the Risk Management Division approved Security Firm Insurance Provision set forth in Exhibit 5 of this Agreement, attached hereto and incorporated by references as though fully set forth herein.

**C. ADDITIONAL REQUIREMENTS**

Contractor must furnish the City of Chicago, Department of Community Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent prior to execution of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. Contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents or representatives.

## **Exhibit 5**

### **Security Firm Insurance Provisions**

#### **CONTRACT INSURANCE REQUIREMENTS-REVISED**

The Security Firm must provide and maintain at Security Firm's own expense, until Contract completion and during the time period following expiration if Security Firm is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

#### **A. INSURANCE TO BE PROVIDED**

##### **1) Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

##### **2) Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The SSAC, City of Chicago and Contractor are to be named as an additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Work.

##### **3) Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Security Firm must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The SSAC, City of Chicago and Contractor are to be named as an additional insureds on a primary, non-contributory basis.

##### **4) Professional Liability**

Professional Liability Insurance covering acts, errors, or omissions must be maintained by the Security Firm with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

## **B. ADDITIONAL REQUIREMENTS**

The Security Firm must furnish the Contractor and City of Chicago, Department of Community Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The receipt of any certificate does not constitute agreement by the Contractor that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Contractor to obtain certificates or other insurance evidence from Security Firm is not a waiver by the Contractor of any requirements for the Security Firm to obtain and maintain the specified coverages. The Security Firm shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Security Firm of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the Contractor retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for 60 days prior written notice to be given to the Contractor in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Security Firm.

The Security Firm hereby waives and agrees to require their insurers to waive their rights of subrogation against the Contractor and the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Security Firm in no way limit the Security Firm's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self insurance programs maintained by the Contractor do not contribute with insurance provided by the Security Firm under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Security Firm is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Security Firm must require all subcontractors to provide the insurance required herein, or Security Firm may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Security Firm unless otherwise specified in this Contract.

If Security Firm or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

EXHIBIT 6

Prevailing Wages

## Cook County Prevailing Wage for January 2011

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN	ALL			35.200	35.700	1.5	1.5	2.0	9.130	8.370	0.000	0.400
ASBESTOS ABT-MEC	BLD			31.540	0.000	1.5	1.5	2.0	9.670	9.610	0.000	0.620
BOILERMAKER	BLD			43.020	46.890	2.0	2.0	2.0	6.720	9.890	0.000	0.350
BRICK MASON	BLD			39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
CARPENTER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
CEMENT MASON	ALL			41.850	43.850	2.0	1.5	2.0	9.850	10.06	0.000	0.220
CERAMIC TILE FNSHER	BLD			33.600	0.000	2.0	1.5	2.0	6.950	8.020	0.000	0.540
COMM. ELECT.	BLD			36.440	38.940	1.5	1.5	2.0	8.420	8.910	0.000	0.700
ELECTRIC PWR EQMT OP	ALL			40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRIC PWR GRNDMAN	ALL			31.860	46.430	1.5	1.5	2.0	8.010	10.13	0.000	0.240
ELECTRIC PWR LINEMAN	ALL			40.850	46.430	1.5	1.5	2.0	10.27	12.98	0.000	0.310
ELECTRICIAN	ALL			40.400	43.000	1.5	1.5	2.0	13.83	7.420	0.000	0.750
ELEVATOR CONSTRUCTOR	BLD			47.410	53.340	2.0	2.0	2.0	10.53	10.71	2.840	0.000
FENCE ERECTOR	ALL			32.660	34.660	1.5	1.5	2.0	10.67	10.00	0.000	0.500
GLAZIER	BLD			38.000	39.500	1.5	2.0	2.0	10.19	13.64	0.000	0.790
HT/FROST INSULATOR	BLD			42.050	44.550	1.5	1.5	2.0	9.670	10.81	0.000	0.620
IRON WORKER	ALL			40.750	42.750	2.0	2.0	2.0	12.45	17.09	0.000	0.300
LABORER	ALL			35.200	35.950	1.5	1.5	2.0	9.130	8.370	0.000	0.400
LATHER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
MACHINIST	BLD			43.160	45.160	1.5	1.5	2.0	7.640	8.700	0.000	0.000
MARBLE FINISHERS	ALL			29.100	0.000	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MARBLE MASON	BLD			39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
MATERIAL TESTER I	ALL			25.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MATERIALS TESTER II	ALL			30.200	0.000	1.5	1.5	2.0	9.130	8.370	0.000	0.400
MILLWRIGHT	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
OPERATING ENGINEER	BLD 1			45.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 2			43.800	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 3			41.250	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 4			39.500	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 5			48.850	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 6			46.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	BLD 7			48.100	49.100	2.0	2.0	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 1			51.300	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 2			49.800	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 3			44.350	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	FLT 4			36.850	51.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 1			43.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 2			42.750	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 3			40.700	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 4			39.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 5			38.100	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 6			46.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 7			44.300	47.300	1.5	1.5	2.0	11.70	8.050	1.900	1.150
ORNAMNTL IRON WORKER	ALL			40.200	42.450	2.0	2.0	2.0	10.67	14.81	0.000	0.500
PAINTER	ALL			38.000	42.750	1.5	1.5	1.5	9.750	11.10	0.000	0.770
PAINTER SIGNS	BLD			32.770	36.800	1.5	1.5	1.5	2.600	2.620	0.000	0.000
PILEDRIIVER	ALL			40.770	42.770	1.5	1.5	2.0	9.840	9.790	0.000	0.490
PIPEFITTER	BLD			43.150	46.150	1.5	1.5	2.0	8.460	9.850	0.000	1.770
PLASTERER	BLD			39.250	41.610	1.5	1.5	2.0	10.60	10.69	0.000	0.550
PLUMBER	BLD			44.000	46.000	1.5	1.5	2.0	9.860	7.090	0.000	1.030
ROOFER	BLD			37.650	40.650	1.5	1.5	2.0	7.750	6.570	0.000	0.430
SHEETMETAL WORKER	BLD			40.460	43.700	1.5	1.5	2.0	9.830	16.25	0.000	0.630
SIGN HANGER	BLD			28.960	29.810	1.5	1.5	2.0	4.700	2.880	0.000	0.000
SPRINKLER FITTER	BLD			49.200	51.200	1.5	1.5	2.0	8.500	8.050	0.000	0.450



STEEL ERECTOR	ALL	40.750	42.750	2.0	2.0	2.0	10.95	15.99	0.000	0.300
STONE MASON	BLD	39.030	42.930	1.5	1.5	2.0	8.800	10.67	0.000	0.740
TERRAZZO FINISHER	BLD	35.150	0.000	1.5	1.5	2.0	6.950	10.57	0.000	0.430
TERRAZZO MASON	BLD	39.010	42.010	1.5	1.5	2.0	6.950	11.91	0.000	0.510
TILE MASON	BLD	40.490	44.490	2.0	1.5	2.0	6.950	9.730	0.000	0.610
TRAFFIC SAFETY WRKR	HWY	24.300	25.900	1.5	1.5	2.0	3.780	1.875	0.000	0.000
TRUCK DRIVER	E ALL 1	30.700	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 2	30.950	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 3	31.150	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	E ALL 4	31.350	31.350	1.5	1.5	2.0	6.750	5.450	0.000	0.150
TRUCK DRIVER	W ALL 1	32.550	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 2	32.700	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 3	32.900	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TRUCK DRIVER	W ALL 4	33.100	33.100	1.5	1.5	2.0	6.500	4.350	0.000	0.000
TUCKPOINTER	BLD	39.200	40.200	1.5	1.5	2.0	7.830	10.25	0.000	0.770

**Legend:**

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.  
 OSA (Overtime is required for every hour worked on Saturday)  
 OSH (Overtime is required for every hour worked on Sunday and Holidays)  
 H/W (Health & Welfare Insurance)  
 Pensn (Pension)  
 Vac (Vacation)  
 Trng (Training)

**Explanations****COOK COUNTY**

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

TRUCK DRIVERS (WEST) - That part of the county West of Barrington Road.

**EXPLANATION OF CLASSES**

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

**CERAMIC TILE FINISHER**

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed

products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATIONS ELECTRICIAN

Installation, operation, inspection, maintenance, repair and service of radio, television, recording, voice sound vision production and reproduction, telephone and telephone interconnect, facsimile, data apparatus, coaxial, fibre optic and wireless equipment, appliances and systems used for the transmission and reception of signals of any nature, business, domestic, commercial, education, entertainment, and residential purposes, including but not limited to, communication and telephone, electronic and sound equipment, fibre optic and data communication systems, and the performance of any task directly related to such installation or service whether at new or existing sites, such tasks to include the placing of wire and cable and electrical power conduit or other raceway work within the equipment room and pulling wire and/or cable through conduit and the installation of any incidental conduit, such that the employees covered hereby can complete any job in full.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all

material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under; Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.) .

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including  $\frac{1}{2}$  cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall . . . .

Class 7. Mechanics.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types; Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes; Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size); Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

#### OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

#### TRAFFIC SAFETY

Work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - EAST & WEST

Class 1. Two or three Axle Trucks. A-frame Truck when used for

transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; TEamsters Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

**EXHIBIT 7**

**Performance Bond Form**

11/3/2010

REPORTS OF COMMITTEES

103955

(Sub)Exhibit 7.  
(To Service Provider Agreement For  
Special Service Area No. 38)

*Contractor's Performance And Payment Bond.*

*Know All Men by these Presents,* That we,

Principal, hereinafter referred to as Contractor, and

, Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of  
  
lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs,  
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

*Sealed* with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_

*The Condition of the Above Obligation is such,*

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing  
Contract No. \_\_\_\_\_ and Specification No. \_\_\_\_\_ all in conformity with said contract, for,

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgments, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.



And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120 day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

Approved \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Purchasing Agent

Approved as to form and legality:

\_\_\_\_\_  
Assistant Corporation Counsel

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

11/3/2010

## REPORTS OF COMMITTEES

103957

PRINCIPAL  
IF CORPORATIONSTATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.I, \_\_\_\_\_, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ President and

\_\_\_\_\_ Secretary of the \_\_\_\_\_

who are personally known to me to be the same persons whose names are subscribed in the foregoing instrument as  
such \_\_\_\_\_ President and \_\_\_\_\_ Secretary, appeared  
before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing astheir free and voluntary act, and as the free and voluntary act of the said \_\_\_\_\_  
for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public

SURETY, IF CORPORATE

STATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.I, \_\_\_\_\_, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

\_\_\_\_\_ of the \_\_\_\_\_ who \_\_\_\_\_ personally known

to be the same person \_\_\_\_\_ whose name \_\_\_\_\_ subscribed in the foregoing instrument as such \_\_\_\_\_

\_\_\_\_\_, appeared before me this day in person and acknowledged that \_\_\_\_\_

signed, sealed and delivered the said instrument of writing as \_\_\_\_\_ free and voluntary act, and as the free

and voluntary act of the said \_\_\_\_\_  
for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary PublicPRINCIPAL  
IF INDIVIDUALSTATE OF ILLINOIS, }  
COUNTY OF COOK, } ss.I, \_\_\_\_\_, a Notary Public in and for the County and State  
aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_

who \_\_\_\_\_ personally known to me to be the same persons whose name \_\_\_\_\_ subscribed in the foregoing

instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ signed, sealed and delivered the

said instrument of writing as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public

Rider attached to this Contractor's Performance and Payment Bond reads as follows:

*Rider*  
(To Contractor's Performance And Payment Bond)

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain contract with the City of Chicago ("City") bearing Contract Number \_\_\_\_ and Specification Number \_\_\_\_ ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

(Sub)Exhibit 8.  
(To Service Provider Agreement For  
Special Service Area No. 38)

*Contractor's Affidavit.*

Contractor Name: \_\_\_\_\_

Special Service Area Number: \_\_\_\_\_

Agreement ("Agreement"): \_\_\_\_\_  
Agreement between the City of Chicago and \_\_\_\_\_ dated  
\_\_\_\_\_, relating to the provision of special services.

Affidavit.

The undersigned, \_\_\_\_\_, as \_\_\_\_\_, and on behalf of \_\_\_\_\_, having been duly sworn under oath, certifies that in the year \_\_\_\_\_, it performed that portion of the Services described in (Sub)Exhibit 1 of the Agreement in accordance with the terms of the Agreement, to the extent described in the attached Full-Year Assessment Form and that it spent that portion of funds obtained from the City in connection with that Agreement on the Services described in (Sub)Exhibit 1, to the extent described in the attached Full-Year Assessment Form. The Full-Year Assessment Form shall be in the form prescribed by the City and shall contain such level of detail as the City may require from time to time.

Nothing in this Affidavit may be construed as limiting Contractor's obligations under the Agreement. All terms not defined in this Affidavit will be as defined in the Agreement.

EXHIBIT 8

Contractor Affidavit

Contractor Name:  
Special Service Area Number:  
Agreement ("Agreement"):

Agreement between the City of Chicago and \_\_\_\_\_ dated  
\_\_\_\_\_, relating to the provision of special services.

**AFFIDAVIT**

The undersigned, \_\_\_\_\_, as \_\_\_\_\_, and on behalf of \_\_\_\_\_, having been duly sworn under oath, certifies that in the year \_\_\_\_\_, it performed that portion of the Services described in Exhibit 1 of the Agreement in accordance with the terms of the Agreement, to the extent described in the attached Full-Year Assessment Form and that it spent that portion of funds obtained from the City in connection with that Agreement on the Services described in Exhibit 1, to the extent described in the attached Full-Year Assessment Form. The Full-Year Assessment Form shall be in the form prescribed by the City and shall contain such level of detail as the City may require from time to time.

Nothing in this Affidavit may be construed as limiting Contractor's obligations under the Agreement. All terms not defined in this Affidavit will be as defined in the Agreement.

Under penalty of perjury, I certify that I am authorized to execute this Affidavit on behalf of the Contractor, that I have personal knowledge of the certifications made in this Affidavit, and that they are true and correct.

NAME OF CONTRACTOR:

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Name of Authorized Officer (Print or Type)

State of \_\_\_\_\_  
County of \_\_\_\_\_

Sworn to and acknowledged before me by \_\_\_\_\_ [name of  
signatory] as \_\_\_\_\_ [title] of \_\_\_\_\_ [name of  
contracting party] this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary

## EXHIBIT 9

### Special Service Area - Additional Audit Requirements

#### Accounting System

The Department requires that the Contractor maintain its accounting system in a manner which allows the Contractor's expenditures to be categorized in its statement of activities according to the categories listed in the budget approved by the City for each Area.

#### Guidance for the Contractor's Selection of a CPA Firm (Independent Auditor)

The Contractor must use the following guidelines for engaging a qualified CPA Firm:

1. Issue a Request for Proposal ("RFP") that sets forth all of the terms and conditions of the engagement, evaluation criteria, and scope of the work required.
2. Distribute and publicize the RFP sufficiently to ensure full and open competition.
3. Request in the RFP that bidders provide detail on:
  - a. How the CPA Firm will conduct the audit in the first and subsequent years.
  - b. Qualifications of the CPA Firm, management, and staff, including experience in auditing like entities.
  - c. Policies on notification of changes in key personnel.
  - d. Whether the proposed staff has received continuing professional education during the previous 2 years.
  - e. Whether the CPA Firm has received a positive peer review within the last 3 years.
  - f. Whether the CPA Firm is independent, as defined by applicable auditing standards.
  - g. Whether the CPA Firm has been the object of any disciplinary action during the past 3 years.
  - h. Whether the CPA Firm maintains an active license in the State of Illinois.
  - i. The audit fee.
4. Evaluate the proposals based on:
  - a. The CPA Firm's understanding of the audit requirements, including the needs of the Area and the final products to be delivered.
  - b. Soundness of technical approach to the audit, including the meeting of the Contractor's specific deadlines and other requirements.
  - c. Qualifications of the CPA Firm.
  - d. Qualifications of the audit team.
  - e. The information provided by respondents in response to the RFP, including cost and independence.
5. Rate the proposals as follows:
  - a. Proposals should be evaluated as submitted.
  - b. Make a list of strengths and weaknesses for each to support its technical rating.

- c. Review the proposed fees offered by the bidders after completion of the technical evaluation.
  - d. Ask questions of the bidders to eliminate any ambiguities.
  - e. Select a proposal that is most advantageous to the Area based on the evaluation criteria set forth in the RFP.
6. Once a CPA Firm is chosen based upon the foregoing criteria, require a written engagement letter to avoid misunderstandings that specifies:
- a. Audit scope, objectives, and purposes.
  - b. Deadlines for the work to be performed.
  - c. Audit fees.
  - d. Report format, including providing a digital version of the final audit.
  - e. Type and timing of support to be provided to the CPA Firm by the SSAC.
  - f. Professional auditing standards to be followed in performing the audit.
  - g. Independence of the CPA Firm to the SSAC.
  - h. Terms of making changes to the scope of the agreement.
  - i. CPA Firm's ownership of the work papers, retention period, and requirement for availability to the City upon request.

#### Summary Schedule of Findings.

In order to properly conduct the certified audit of the books and records of the Contractor, it is necessary for the CPA Firm to read and understand the requirements contained in the Agreement. Particular attention should be given to Sections 3 and 5 of the Agreement.

The CPA Firm must test the Contractor's compliance with the requirements contained in the Agreement. Should the CPA Firm find exception to the requirements of the Agreement, it must disclose all exceptions in a separate schedule, which shall be entitled "Summary Schedule of Findings". Each finding shall be listed separately. The schedule shall be incorporated with the other required financial statements.

If the CPA Firm finds no exceptions to the Agreement requirements, it shall still include a "Summary Schedule of Findings". On that schedule the CPA Firm shall make an affirmative statement indicating it has read the Agreement and, after conducting the audit, has determined that no exceptions were noted.

Subsections to note in Section 5 include:

- a. *Section 5.01, Basis of Payment*, describes "carry over" as the amount of Service Tax Funds collected for prior tax years which remain previously unspent.
- b. *Section 5.02, Budget for Services*, restricts the maximum amount that may be spent in a calendar year to the amount stated in the Agreement.
- c. *Section 5.03, Method of Payment*, states that the Contractor shall establish a separate checking account and that Area funds shall not be commingled with other sources.

### Audit of Financial Statements

As discussed in Section 3.07, "Records and Audits", the Contractor shall provide an annual audited financial statement to the Department and SSAC within 120 calendar days after the end of the calendar year and the system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

### Audit Documents

The City requires an audit conducted in accordance with generally accepted accounting principles to include the following documents:

1. Statement of Financial Position.
2. Statement of Activities: Budget and Actual (period being audited compared to the previous year, e.g. columns should be 2010 Budget, 2010 Actual, Variance, 2009 Budget, 2009 Actual, Variance).
3. Statement of Cash Flows.
4. Notes to the Financial Statements.
5. Summary Schedule of Findings.

Expense descriptions included in the Statement of Activities must correspond to the expense descriptions in the budget submitted to the City.



**BOARD OF ETHICS**  
**CITY OF CHICAGO**

**CONFIDENTIAL**

March 21, 2012

Gina Caruso  
Assistant Commissioner, Department of Housing & Economic Development  
Room 1000, City Hall  
Chicago, IL 60602

Stephen Patton, Corporation Counsel  
Leslie Darling, First Assistant Corporation Counsel  
Room 600, City Hall  
Chicago, IL 60602

Diane Pezanoski  
Deputy Corporation Counsel  
Department of Law  
30 N. LaSalle St.  
Chicago, IL 60602

Re: Case No. [REDACTED]

Dear [REDACTED] and [REDACTED], [REDACTED] and [REDACTED]

On February 6 and 8, 2012, [REDACTED] and [REDACTED] respectively, requested an advisory opinion from the Board addressing whether the allegations made in a letter dated January 30 from a "Concerned Citizen" constituted one or more violations of the City's Governmental Ethics Ordinance. The letter was addressed to the City's Inspector General (IG), and was sent to the Commissioner of the Department of Housing Economic Development. It alleges, among other things, that the North Center Chamber of Commerce contracted (actually subcontracted) directly with Dennis Bilski, a Chicago Police Officer, for landscaping work, and that these subcontracts are prohibited by the contracts this chamber of commerce has with SSA #38. [REDACTED] has sought and received an opinion from the Law Department addressing whether the subcontracts with Officer Bilski, or Officer Bilski himself, were or are in violation of the contracts between the SSAs and the chamber of commerce, so we have not addressed those issues.

Then, on March 15, the City's First Assistant Corporation Counsel forwarded to us an anonymous letter, dated February 3, addressed to the City's Corporation Counsel (she also explained that she forwarded the letter to the IG as well). We received that letter on March 19. The Law Department has asked for our opinion as to whether the allegations contained in this February 3 letter involve possible violations of the Ordinance. The letter shows a "cc" to Andy Shaw of the Better Governmental Association and John Kass of the Chicago Tribune.

At its meeting yesterday afternoon, the Board carefully considered all the allegations and facts presented in light of prior relevant Board investigations and opinions in which we have interpreted



Case No. [REDACTED]  
March 21, 2012  
Page 2

and applied the pertinent Ordinance provisions. As fully explained in this opinion, the Board has determined that Chicago Police Officer Bilski violated § 2-156-110 of the Ordinance ("Interest in City Business"), and that several City subcontracts were entered into between the respective SSAs' service providers and Mr. Bilski, and then performed in violation of the Ordinance. The Board has made eleven recommendations near the end of the opinion.

And, as both DHED and Law have informed the IG that this opinion has been requested from the Board, and sent the IG our preliminary analysis of the case, and as we are making specific recommendations to the IG to consider further investigation and audit, we are requesting that DHED and/or Law forward a copy of this opinion to the IG, and to the Chair and Commissioners of SSA #38.

Please also be advised that, pursuant to Board Rule 3-8, we are sending our opinion not only to both of you, as requestors, but also to Officer Bilski (the opinion's subject), and to the Police Superintendent, who, together with Law, can consider and act on our recommendations. Under our Rules and Regulations, however, we have no authority to send our opinion to the IG, who is neither the requestor nor the subject of the opinion, though we make several recommendations to his office.

Please also note that the advisory opinion is based on the facts set out in it. If there are additional material facts and circumstances that were not available to the Board when it considered this case, either of you, or Police Officer Bilski, the opinion's subject, may request reconsideration of the opinion. As provided by the Board's Rules and Regulations, a request for reconsideration must: 1) be in writing; 2) explain the material facts and circumstances that are the basis for the request; and 3) be received by the Board within fifteen days of the date of this opinion.

The Board appreciates your bringing this matter to our attention, and your willingness to abide by the standards embodied in the Ethics Ordinance. If you have any further questions about this matter, please do not hesitate to contact us.

Sincerely,

  
Miguel A. Ruiz, Chair

enclosure

cc: Garry McCarthy, Superintendent, Chicago Police Department  
Chicago Police Officer Dennis Bilski



**BOARD OF ETHICS**  
**CITY OF CHICAGO**

**CONFIDENTIAL**

**ADVISORY OPINION**

March 20, 2012

██████████, Department of Housing & Economic Development  
Stephen R. Patton, Leslie Darling, Diane Pezanoski, Department of Law

Case No. ██████████ Interest in City Business

---

██████████ is an Assistant Commissioner in the Department of Housing and Economic Development (DHED). On February 6, 2012, she asked one of her staff members to forward us a copy of a letter dated January 30 from a "Concerned Citizen." The letter was addressed to the City's Inspector General (IG), and was also sent to DHED's Commissioner. It is attached as Exhibit 1. It alleges, among other things, that: the "North Center Chamber of Commerce" has contracted (actually subcontracted) directly with Dennis Bilski, a Chicago Police Officer, for landscaping work<sup>1</sup>; and ii) that these associated subcontracts are prohibited by the contracts this chamber of commerce has with SSA #38. On February 6, ██████████ requested an advisory opinion from the Board of Ethics addressing whether these subcontracts with Officer Bilski, and Officer Bilski himself, were or are in violation of the City's Governmental Ethics Ordinance (the Ordinance), and may be prohibited by the SSA/service provider contracts. She forwarded copies of relevant contracts and other documents. On February 6 and 8, Board staff sent her a preliminary analysis of issues arising under the Ordinance, and recommended that she seek the advice of the Department of Law as to issues raised by relevant contractual language. She did, and the Law Department then also joined in the request for an advisory opinion from our office. Board staff then requested that she obtain answers to a number of factual questions, and she and her staff kindly and efficiently did that.

---

1. M██████████ explained, and documentation DHED provided to us confirms, that the Northcenter Chamber of Commerce is under contract with Special Service Area (SSA) #38 to be its "service provider." SSA #38 itself, like all SSAs in Chicago (there are about 45 City-wide) is established by ordinances enacted by City Council, pursuant to the authority granted to the City by Article VII, Sections 6(l) and 7(6) of the Illinois Constitution, and by the Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.*, and by the Illinois Property Tax Code, 35 ILCS 200/1-1 *et seq.* As the Board has recognized, the SSAs are thus, for purposes of the Governmental Ethics Ordinance, City Commissions, and their Commissioners, who are appointed by the Mayor and confirmed by City Council, thus City appointed officials. See Case No. 93013.A; Board minutes of 1/13/93 meeting. SSAs are authorized by their enabling ordinances to spend City funds they are appropriated for designated neighborhood improvement and other projects: SSAs do not have their own full-time staff (the Commissioners are volunteers, and DHED staff provides assistance to all SSAs in the City). Thus they contract with service providers—typically local chambers of commerce—to secure and hire appropriate persons and firms and to enter into (sub)contracts necessary to accomplish these projects, and expend their appropriated City funds for these purposes. SSA Commissioners approve these subcontracts.

On March 15, the City's First Assistant Corporation Counsel forwarded to us an anonymous letter, dated February 3, addressed to the City's Corporation Counsel (she also explained that she forwarded the letter to the IG as well). We received that letter on March 19. The Law Department has asked for our opinion as to whether the allegations contained in this February 3 letter involve possible violations of the Ordinance. The letter shows a "cc" to Andy Shaw of the Better Governmental Association and John Kass of the Chicago Tribune. It is attached as Exhibit 2, and contains a number of allegations. Those pertaining to Mr. Bilski are that he:

"is contracted by [sic] the North Center Chamber of Commerce to perform landscaping work for the Chamber. This is a clear violation of the Municipal Code ... with respect to the Economic Disclosure Statements have to be filed by the contractor and Chamber of Commerce that administrates [sic] the bidding and awarding of the contracts. 6.03 Conflict of Interest of the Municipal Code of Chicago states that employees of the City ... and or relatives are prohibited from gaining any financial benefit from contractual services."

As [REDACTED] has sought and received an opinion from the Law Department addressing whether the subcontracts with Officer Bilski, or Officer Bilski himself, have violated the terms of the contracts between the SSAs and the chamber of commerce, we will not address those issues. And, as she has informed the IG that this Board opinion has been requested, and sent the IG our preliminary analysis of the case, and as the Board is making specific recommendations to the IG for further investigation and audit, we are requesting that DHED and the Department of Law forward a copy of this opinion to the IG.<sup>2</sup> Please also be advised that, pursuant to Board Rule 3-8, we are sending our opinion not only to DHED and the Law Department, as requestors, but also to Officer Bilski (the opinion subject), and to the Police Superintendent, who, together with Law, can consider and act on our recommendations. Under our Rules and Regulations, however, we have no authority to send our opinion to the Inspector General, who is neither the requestor nor the subject of the opinion, though we make several recommendations to his office.

At its meeting this afternoon, the Board carefully considered all the facts presented in light of prior relevant Board investigations and opinions in which we have interpreted and applied the pertinent Ordinance provisions. As fully explained in this opinion, the Board has determined that Chicago Police Officer Bilski violated § 2-156-110 of the Ordinance ("Interest in City Business"), and that several City subcontracts were entered into between SSA #38's service provider and Officer Bilski, and then performed in violation of the Ordinance. The Board has also made a number of recommendations near the end of this opinion.

**FACTS:** Board staff reviewed several contracts, proposals, ordinances, and questionnaires that DHED staff sent and had prepared for us. These include contracts between SSA #38 and the

---

2. On March 19, our Executive Director had a phone conversation with Jeff Oudesma of the IG's office, and explained that we were going to render this opinion today--without mentioning the names of the employees involved. He also explained that we are unable to send the IG a full, unredacted copy of our opinion, due to the wording of our law and Rules & Regulations, though we are sending it to the requestors and subjects of the opinion, as well as the subjects' department heads.

Northcenter Chamber of Commerce for 2011 and 2012, and the accompanying ordinances enacted by City Council authorizing them. From these documents, we have gleaned and here cite the facts relevant to the issues we are addressing under the Ordinance.

I. **Officer Bilski.** Initially, we note that Dennis Bilski is currently employed by the Chicago Police Department as a Police Officer, and began his City employment on December 16, 2009.<sup>3</sup>

II. **SSA #38 and the Northcenter Chamber of Commerce.**

By City Council ordinances passed on November 3, 2010 and November 2, 2011, contracts between the Northcenter Chamber of Commerce and SSA #38 were approved for years 2011 and 2012.

A. November 2, 2010 Ordinance. In the 2010 ordinance, SSA #38's budget was approved for \$169,070 (for fiscal 2011). Contained within the budget is the proposed contract between SSA #38 and its selected service provider, the Northcenter Chamber of Commerce, and a list of parties the SSA was expecting to retain in 2011, along with the payments that the SSA was estimating would be made to these parties in 2011. The 2010 ordinance (for 2011) lists, among others, "Dennis Bilski, 312-543-2512, 2011 Estimate: \$10,700, Provides landscaping services for Square and neighborhood obelisk planters."

B. November 2, 2011 Ordinance. In the 2011 ordinance, SSA #38's budget was approved for \$210,399 (for fiscal 2012). Contained within the budget is the proposed contract between SSA #38 and its selected service provider, the Northcenter Chamber of Commerce, and a list of parties that the SSA was expecting to retain in 2012. The 2011 ordinance (for 2012) lists, among others, "Mr. Dennis Bilski, Anticipated, 5322 N. Olcott Chicago, IL 60656 United States, Subcontractor- non MWDBE, \$8,500, Estimated."

C. Quotes from Dennis Bilski. DHED also provided us with two documents bearing the heading "Quotes" from "Dennis Bilski," dated 1/11/10 and 2/25/11. The first is for "Northcenter Routine Landscape Maintenance, Duration: Approx. 4/1/10-10/31/10," for locations listed as Town Square (Belle Plaine between Lincoln and Damen) and Northcenter Obelisk Planter (Lincoln and Montrose). It describes various landscaping services, at a cost of \$350 per month. The second "quote" from Officer Bilski is also for "Northcenter Routine Landscape Maintenance, Duration: Approx. 4/1/11-10/31/11," for the same locations, services and price term as the first proposal.

D. Commission Meeting Minutes. DHED also provided us with SSA #38 Commission meeting minutes from January 26, 2010 and April 27, 2011. The 2010 set shows, under the heading "2010 Town Square & Montrose Obelisk Maintenance Contract," that:

---

3. Because he was not yet in City service in 2007, Officer Bilski did not complete the 2007 mandatory all employee training program, in which restrictions on contracting with the City were covered. Nor has he attended a face-to-face ethics training session, at which restrictions on contracting with the City are covered. This topic is again covered in the 2012 mandatory all employees training program.

[REDACTED] the Executive Director of the Northcenter Chamber of Commerce] presented a bid by Dennis Bilski to maintain the planters in Northcenter Town Square and the obelisk garden at Lincoln and Montrose. Noting that Dennis has provided excellent service in the past and he did not increase his rates for 2010 from 2009, Garrett recommended the commission approve to renew [sic] Dennis' [sic] contract. Commissioner [Tom] Fendl motioned to approve the contract for Dennis Bilski for \$2,450 ... The motion carried unanimously."

The 2011 minutes set shows, under the heading "Town Square and Obelisk Maintenance Agreement," that [REDACTED] "reported the proposed from Dennis Bilski for service to the Northcenter Town Square planters and the neighborhood obelisks. Commissioner [Jerry] Jakubco motioned to approve the proposal for \$3,470 as presented ... The motion carried unanimously."

F. Vendor Questionnaire. At Board staff's request, and in order for us to render this opinion, DHED presented the Northcenter Chamber of Commerce with a questionnaire, on February 9, 2012. Board staff provided the questions. On February 24, DHED sent us the answers the Chamber provided (showing revisions to answers it had earlier provided on February 17). The answers show that the Chamber subcontracted directly with Dennis Bilski for landscaping services to be performed in 2010 and 2011, and that Officer Bilski was paid--with SSA funds--\$7,070 for services performed in 2010 and \$3,470 for services performed in 2011. And, it states that the Northcenter is not currently under contract with Officer Bilski, but that an RFP (request for proposals) "will likely go out in March 2012 and we expect Dennis Bilski to submit a bid."

III. Statements of Financial Interests. Dennis Bilski has not been required to file a statement because, in every year since 2009, his salary rate has been lower than the rate we set, pursuant to Ordinance.

#### LAW AND ANALYSIS:

I. Interest in City Business. The relevant provision of the Ordinance is § 2-156-110, "Interest in City Business." It states, in relevant part:

No elected official or employee shall have a financial interest in his own name or in the name of any other person in any contract, work or business of the City, or in the sale of any article, whenever the expense, price or consideration of the contract, work, business or sale is paid with funds belonging to or administered by the City, or is authorized by ordinance.

"Financial interest," defined in §2-156-010(l), means, in relevant part, "(i) any interest as a result of which the owner currently receives or is entitled to receive in the future more than \$2,500.00 per year; [or] (ii) any interest with a cost or present value of \$5,000.00 or more." As the Board has interpreted these provisions, if a company or firm is owned completely or partly by a City employee, the value of the employee's ownership interest in the firm's City contract or business is calculated as the gross amount of the company or firm's contract, work or business with the City,

multiplied by the employee's percentage of ownership interest in the company or firm. Case Nos. [REDACTED]; [REDACTED] If the City employee's interest (which effectively is an ownership interest) in the City contract (or in City work or business) *yields to the employee, or entitles the employee to receive*, income of more than \$2,500 per year, then the employee has a prohibited financial interest in City business [emphasis added]. The applicable subdefinition in this case is (i), which, the Board recognized in Case Nos. [REDACTED] governs situations where a City employee or official receives or is entitled to receive money as a result of an ownership interest. If the amount of money an employee or official receives or is entitled to receive from his or her ownership interest in a City contract or in City business is more than \$2,500 per year, the employee has a prohibited financial interest in City business (note that appointed officials are subject to a slightly different standard, which is not germane to this case) in violation of the Ordinance. Case No. [REDACTED] Similarly, where a City employee wishes to become a *direct* contractor with the City (for example, through a personal services contract), the Board treats 100% of the price of the contract as the employee's ownership interest in the City contract, work or business. Thus, if that arrangement or contract yields or entitled the employee to more than \$2,500 in a year, the employee has a prohibited financial interest. Case Nos. [REDACTED]  
[REDACTED]

However, here, Officer Bilski is not and has not been a City contractor, but, rather, a City subcontractor. The Northcenter Chamber of Commerce, using City funds appropriated to SSA #38, with which it contracted, was authorized to enter into these subcontracts by the SSA and City Council. The names of the proposed subcontractors were disclosed to and then voted on and approved by City Council in public meetings—and were approved by SSA Commissioners. The question, then, is whether Officer Bilski had an "interest in his own name" in payments he received directly or was entitled to receive. If yes, then, under the holdings of Case Nos. [REDACTED] and [REDACTED] he would have a prohibited financial interest in City contracts for 2010 and 2011.

In Case Nos. [REDACTED] and [REDACTED] the Board addressed when a City employee would have a prohibited financial interest in a City contract if a firm owned in part or wholly by the employee were to become a subcontractor on a City contract. In those cases, the firms were also City-certified MWBEs, and, as such, the firms' names were required to be listed on the prime contractors' bid proposals, so the City could exercise discretion and evaluate the proposed subcontractors. Considering that fact, the Board determined that, where the participation of particular subcontractors is a component in the City consideration of the (prime) contract award, then such consideration gives those subcontractors an "ownership" interest in the City contract, and of course in their own City subcontract(s). And, we said, where a subcontractor is listed on the prime contractor's bid proposal (whether as an MBE/WBE or, as here, otherwise), the participation of that subcontractor becomes subject to the City's approval, and thus the subcontractor has an "ownership" interest in City business, even though it typically is not paid by the City directly. Here, the subcontracts were actually awarded by the chambers of commerce, but were also voted on and approved by the SSAs and the full City Council. In other words, under Board case law, Officer Bilski could have had prohibited financial interests in City contracts, work or business through these subcontracts if he received or was entitled to receive \$2,500 or more per year through these subcontracts. Case Nos. [REDACTED]; [REDACTED] It remains then, simply to "do the math."

"The Math." Officer Dennis Bilski has had what amounts to at least two direct, independent, personal service-type contracts with the Northcenter Chamber of Commerce, through which the Chamber paid him \$7,070 in City funds delegated to SSA #38 by City Council for services performed in 2010 and \$3,470 in City funds for services performed in 2011. Both exceed \$2,500 per year. These contracts were approved by the City Council and by SSA #38. We thus conclude that Chicago Police Officer Dennis Bilski violated § 2-156-110 by becoming contractually entitled to, and then receiving, more than \$2,500 in City funds in both 2010 and 2011 from SSA #38 through Northcenter Chamber of Commerce, which was acting on behalf of and expending funds appropriated by the City Council to the SSA.<sup>4</sup>

**II. Remaining Allegations.** The January 30 complaint also alleges that Officer Bilski's subcontracts are prohibited by Northcenter Chamber of Commerce's contracts with SSA #38. As stated above, the Board is not addressing this issue, and it is our understanding that the Law Department has provided an official interpretation of the relevant contract language to both DHED and the IG. Further, the February 3 letter to Corporation Counsel Patton alleges that Officer Bilski "is contracted by" the Northcenter Chamber of Commerce. Nothing in the Ordinance would prohibit the Chamber from contracting with Officer Bilski, or any person or entity, if no City provided or City-administered funds were used. We do not know whether there were such "business-to-business" private contracts, and, as explained below, are recommending that the IG consult with the Law Department and DHED to determine whether further investigation into that possibility is warranted. The February 3 letter also has allegations that appear to fall outside our purview (see footnote 2, above).

**DETERMINATIONS:** For the foregoing reasons, the Board determines that Chicago Police Officer Dennis Bilski violated § 2-156-110 by becoming contractually entitled to, and then receiving, more than \$2,500 in City funds in both 2010 and 2011 from SSA #38 through Northcenter Chamber of Commerce, which was acting on behalf of and expending funds appropriated by the City Council to the SSA.

The Board's determination does not necessarily dispose of all the issues relevant to this situation, but is based solely on the application of the City Governmental Ethics Ordinance to the facts stated in this opinion. If the facts presented are incomplete or incorrect, please notify the Board immediately, as any change in the facts may alter the Board's opinion. Other laws or rules may also apply. The Board notes that any City department may adopt restrictions that are more stringent than those imposed by the Governmental Ethics Ordinance.

**RECOMMENDATIONS:** Given: 1) the complexity of this case; 2) the possibility that there may be other similar violations of the Ordinance involving SSAs, their service providers, and subcontracts entered into by those service providers; 3) the fact that the Board has determined that

---

4. We note here that statements made by an SSA #38 Commissioner, reflected in the minutes of a public meeting, seem to refer to other (prior) years in which Officer Bilski contracted directly with SSA #38 through its service provider. However, as Officer Bilski became a City employee December 16, 2009, at most there would a two week period when any violation might have occurred: that is, between December 16, 2009 and January 1, 2010.

there were violations in this situation, brought to light by an anonymous complaint; and 4) pursuant to the Board's powers and duties under §§ 2-156-380(e) and (n), the Board of Ethics recommends:

**Chicago Police Department:**

Pursuant to §2-156-410(a), the Board recommends that the Chicago Police Department:

- 1) consider imposing appropriate employment sanctions as to Officer Bilski, and report its action back to the Board's Executive Director; and
- 2) advise Officer Bilski that, if he is interested in pursuing SSA or other City contracts or subcontracts on behalf of either himself or a business in which he has an ownership interest, he must consider terminating his City employment; and
- 3) require Officer Bilski to attend face-to-face ethics training.

Why is the Board not recommending specific discipline in this case? In most cases in which it determines that an employee has violated the Ordinance, the Board does not make specific recommendations for discipline. Rather, it leaves that decision to the employee's department head, who is in a better position to know the employee's overall record. In those cases where the Board has recommended specific discipline, the employee(s) or official(s) have either committed repeat violations, or have sought and disregarded Board advice.

**Departments Housing and Economic Development and Law:** The Board recommends that the Departments of Housing and Economic Development and Law:

- 4) implement steps to ensure that: i) SSA Commissioners and the persons (or their representatives) they retain as service providers properly screen potential subcontractors that would be paid with City funds to ascertain whether these subcontractors are owned in part or whole by City employees or officials--this could be done by written questionnaire, similar to (but less extensive than) Economic Disclosure Statements filed by potential City contractors; and ii) documents filed with the City by potential contractors and subcontractors including disclosure statements and contract bids, require disclosure of the names, departments and ownership percentages of any owners of bidders who are City employees or officials, and are thoroughly reviewed, specifically with respect to identifying those owners of potential contractors and subcontractors who are City employees or officials; and
- 5) work with the Board of Ethics to develop a training program for SSA Commissioners and personnel affiliated with their service providers; and
- 7) advise SSA #38 that, as long Officer Bilski remains as a City employee, he and any entity in which he has an ownership interest are severely restricted (if not outright prohibited) from having any contracts with the service providers;



8) discuss whether, under § 2-156-440, the City should bring a lawsuit for an accounting of any pecuniary benefit received by Officer Bilski, and to recover them; and

9) that consideration be given to amending two sections of the standard SSA-Service Provider agreement, as follows (see *italicized, underlined* text for recommendations):

6.01 E. "That it [the SSA provider, agrees that], all Subcontractors and their respective officers, directors, agents, partners, and employees shall cooperate with the Inspector General or Board of Ethics in any investigation or hearing undertaken pursuant to Chapters 2-56 or 2-156 of the Municipal Code of Chicago; that it understands and will abide by all provisions of Chapters 2-56 and 2-156 of the Municipal Code of Chicago and all subcontracts shall inform Subcontractors of such provisions and require understanding and compliance therewith."

And,

6.03 Conflict of Interest. "Pursuant to Chapter 2-156 of the Municipal Code of Chicago, and 65 ILCS 5/3.1-55-10, no member of the government body of the City or other unit of government, nor other officer, employee, SSAC member or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or related subcontract pertain, and no relative of any SSAC member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the area. Furthermore, no SSAC member, relative of any SSAC member, City official, agent, or employee shall be a Subcontractor or have any financial interest in any Subcontractor, or an employee or shareholder of the Contractor or receive anything of value from the Contractor."

**Inspector General:** The Board has pointed out various gaps in the factual record relevant to potential Ordinance violations, and we recommend that the Inspector General discuss with the Departments of Law, DHED and Police whether it should commence or continue with an investigation that would ascertain facts necessary to close those gaps. Specifically:

10. Did Dennis Bilski have other, similar subcontracts with either SSA #38 or other SSAs between December 16, 2009 and January 1, 2010, during the time he was, in effect, a sole proprietor? If so, for how much, and with whom, when, and whether paid with SSA funds?

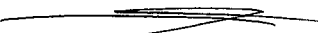
11. Given the holdings and rationale articulated in this opinion, are there other SSA subcontracts that are in violation of the Governmental Ethics Ordinance because they yield City employees prohibited financial interests, either in their own name or in the name of a business entity in which they have an ownership interest? We recommend that the IG conduct an audit of SSA subcontracts, and consult with the Board, DHED and Law as to its findings and recommendations.

We note here that the Board of Ethics believes that it is inappropriate for it to recommend specific disciplinary measures regarding Officer Bilski to his department head. And, moreover, we believe

Case No. [REDACTED]  
March 20, 2012  
Page 9

it inappropriate to recommend to the IG whether to continue with or suspend any investigation into this matter that it may have commenced, or to recommend to the Law Department that it pursue legal action seeking recovery of pecuniary benefits received by Officer Bilski from these subcontracts. However, if the Law Department does decide to pursue such action, it would seem appropriate for the IG to continue its investigation and coordinate its findings with the Law Department so that the full recovery could be pursued.

**RELIANCE:** This opinion may be relied upon by any person involved in the specific transaction or activity with respect to which this opinion is rendered.

  
\_\_\_\_\_  
Miguel A. Ruiz, Chair

**Letter to the Inspector General.....Concerning SSA Subcontractors  
(Northcenter and Lincoln Square)**

Karson, Joseph

**Sent:** Monday, February 06, 2012 1:18 PM  
**To:** Berlin, Steve  
**Cc:** [REDACTED] Karson, Joseph  
**Attachments:** Northcenter Inspector General.pdf (169 KB)

---

Steve:

Attached is a (Concerned Citizen) letter written to the City Inspector General and a copy to the Department of Housing and Economic Development referencing two city employees that have outside business interests. Police Officer Dennis Bilski has an outside landscaping company and Fire Department Battalion Chief Tim Gibbons is an owner of TSI, a snow removal business. Both individuals have sub-contracts with Special Service Area (SSA) providers, SSA #21 (Lincoln Square) and SSA #38 (Northcenter) to provide contractual services.

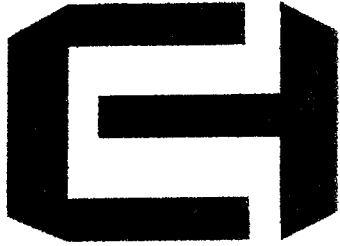
HED is requesting the Board of Ethics to review and provide a legal opinion concerning sub-contracting activities of these two individuals regarding any possible conflicts of interest.

Your prompt consideration to this matter is greatly appreciated.

Sincerely,

[REDACTED]

EXHIBIT 1



The Department of  
**HOUSING and  
ECONOMIC  
DEVELOPMENT**

OFFICE OF THE COMMISSIONER  
Routing Slip

Date: 2 Feb., 2012

Comment:

---

---

---

---

Commissioner comment:

---

---

---

Send to:

\_\_\_ Michael Jasso

\_\_\_ Jim Horan

\_\_\_ Vera Berry

\_\_\_ Patti Scudiero

\_\_\_ Sarah Sheehan

\_\_\_   
/

\_\_\_ Lawrence Grisham

\_\_\_ Jessie Chase

\_\_\_

\_\_\_ Brad McConnell

\_\_\_ Eva Marie Tropper

\_\_\_ Peter Strazzabosco

\_\_\_ Yolanda Quesada

Comment:

\_\_\_   
/

---

---

\_\_\_ /12 date/scanned/distributed  
File, name: \_\_\_\_\_

Revised: 1.23.2012

CPD 0070897

RECEIVED

FEB 2 2012

January 30, 2012  
City of Chicago, Office of the Inspector General  
Inspector General Joe Ferguson  
P.O. Box 2996  
Chicago, Illinois 60654-2996

BY: \_\_\_\_\_

Mr. Inspector General,

I would like to bring to your attention that Police Officer Dennis Bilski (11<sup>th</sup> District) is contracted by the North Center Chamber of Commerce to perform landscaping work for the Chamber. This is a clear violation of the Municipal Code of Chicago with respect to the Economic Disclosure Statements that have to be filed by the contractor and Chamber of Commerce that administrates the bidding and awarding of the contracts. 6.03 Conflict of Interest of the Municipal Code of Chicago states that employees of the City of Chicago and or relatives are prohibited from gaining any financial benefit from contractual services.

Chambers of Commerce Executive Directors who receive taxpayer money from the City of Chicago, Department of Housing of Economic Development consistently violate this provision. For example TSI, Tim's Snowplowing Incorporated is a member of both the Center Square Chamber of Commerce and Lincoln Square Chamber of Commerce and receives a snow removal contract from both entities. Battalion Chief Tim Gibbons is the owner of TSI and subcontracts snow removal work to fellow Chicago Firefighters. In addition, he holds membership in all the Chambers of Commerce and the SSA's that he performs work for. He also has contracts with Chicago Public Schools.

Clearly violating the City of Chicago Municipal Code that states "No SSAC member, relative of any SSAC member, City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor." Nor shall any city employee be admitted to any share or part of the agreement or to any financial benefit to arise from it."

One has to question how are the Executive Directors of the Chambers of Commerce managing and awarding the contracts and to what extent the Department of Housing and Economic Development is reviewing and managing the grants they award to Chambers who are clearly in violation of the contractual agreements between the City of Chicago and Special Service Area Commissioners. Who at DHED is in charge of the contracts which include State of Illinois grants, property taxes and TIF dollars that are being funneled to favored City of Chicago employees that are friends of the Chamber of Commerce Executive Directors?

Regards,

Concerned Citizen

Municipal Code of the City of Chicago.

#### **6.02 Economic Disclosure Statement and Affidavit**

The Contractor has provided the City with an Economic Disclosure Statement (EDS) and Affidavit, "Familial Relationships with Elected City Officials and Department Heads," which is attached hereto as Exhibit 3 and incorporated by reference as if fully set forth herein. Contractor shall apprise the Department promptly of any changes in the information provided in the EDS by completing and submitting a revised EDS.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

#### **6.03 Conflict of Interest**

Pursuant to Chapter 2-156 of the Municipal Code of Chicago, and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, SSAC member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any SSAC member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no SSAC member, relative of any SSAC member, City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the



March 15, 2012

City of Chicago  
Rahm Emanuel, Mayor

Department of Law

Stephen R. Patton  
Corporation Counsel

121 North LaSalle Street  
Suite 600  
Chicago, Illinois 60602  
(312) 744-0220  
(312) 744-5185 fax

[www.cityofchicago.org](http://www.cityofchicago.org)

Leslie M. Darling  
First Assistant Corporation Counsel  
City of Chicago, Department of Law  
121 N. LaSalle, Suite 600  
Chicago, Illinois 60602

Steve Berlin  
Executive Director  
City of Chicago, Board of Ethics  
740 N. Sedgwick, Suite 500  
Chicago, Illinois 60654



Dear Steve,

I am forwarding a copy for your review of an anonymous letter received  
by [REDACTED]

Sincerely,

Leslie M. Darling  
First Assistant Corporation Counsel

LMD: pd  
Enclosure: 1

EXHIBIT 2

February 3, 2012

City of Chicago, Department of Law  
Corporation Counsel Stephen R. Patton  
121 N. LaSalle Street RM. 600  
Chicago, Illinois 60602

[REDACTED]

The City of Chicago Inspector General's office recently showed up unannounced with subpoenas at StarEvents located at 1609 W. Belmont Ave. in Chicago. The owner Michele Kreg was ordered to turn over five years of records associated with events that were held by the North Center Chamber of Commerce in the 47<sup>th</sup> ward.

In another matter I would like to bring to your attention what I believe is a serious violation of the City of Chicago Ethic Ordinance. It involves Chicago Fire Department Battalion Chief [REDACTED] owns a snowplowing service by the name of TSI, Tim's Snowplowing Incorporated. TSI holds numerous contracts with many Chambers of Commerce across the City of Chicago and SSA's Special Service Areas. Both the Chambers and SSA's are funded with taxpayer money. The Chambers receives a yearly grant from the City of Chicago Department Housing and Economic Development while the SSA's are funded by property taxes paid by business owners within the respective SSA boundaries in the service area.

For example, the North Center Chamber of Commerce employs TSI to remove snow in the chamber service area and the SSA boundaries that the Chamber administrates. The Chamber Executive Director M [REDACTED] does not follow the correct procedures with respect to placing the contracts up for bid every year as required within the terms indicated in the SSA # 38 bylaws and City of Chicago agreement between the parties. I believe he has given TSI preferential treatment by allowing them to receive more than a one year contract in violation of both the bylaws and agreement.

I have to also question as to how Chief [REDACTED] can hold contracts with the City of Chicago as a city employee. I can recall years ago that several Chicago Police Officers on former Mayor Daley's security detail were forced to resign because they held security contracts with the Chicago Park District. One of the former officers who resigned is the brother of Alderman Daniel Solis. Chief [REDACTED] while on duty operates and supervises the snowplowing operation. His cell phone number is [REDACTED] and am I sure if you were to check his phone records you will see that he is calling clients and employees while on duty. TSI also has the snowplowing contract with city vendor Superior Ambulance that is contracted by the City of Chicago to work special events and as back up to the Chicago Fire Department. That is definitely a conflict of interest.

RECEIVED

FEB 07 2012

DEPARTMENT OF LAW



Another conflict involves a company by the name of [REDACTED] Trucking which is contracted by the City of Chicago to remove snow on Lake Shore Drive for the Department of Streets and Sanitation by [REDACTED] son [REDACTED]

TSI is located at [REDACTED] in Chicago and its website (www.timssnowplowing.com) includes testimonials from clients. As a matter of fact [REDACTED] is listed and quoted at the top of the webpage praising the work that TSI performs. [REDACTED] was let go by former 47<sup>th</sup> Ward Alderman Gene Schulter while serving on the alderman's license committee for soliciting money from the owner of the Globe Pub, [REDACTED] located at [REDACTED] to gather signatures on a petition to allow for a zoning change for the Globe Pub. This is very unethical in my opinion.

[REDACTED] has also been paid recently by a judicial candidate and Cook County State's Attorney Anita Alvarez to circulate petitions while on chamber of commerce time. Just check the D-2's of the candidates. He is to have no interest in any elected official under the Chicago Municipal Code governing the Chamber or SSA agreements.

I would also like to bring to your attention that Police Officer Dennis Bilski (11<sup>th</sup> District) is contracted by the North Center Chamber of Commerce to perform landscaping work for the Chamber. This is a clear violation of the Municipal Code of Chicago with respect to the Economic Disclosure Statements that have to be filed by the contractor and Chamber of Commerce that administrates the bidding and awarding of the contracts. 6.03 Conflict of Interest of the Municipal Code of Chicago states that employees of the City of Chicago and or relatives are prohibited from gaining any financial benefit from contractual services.

Chambers of Commerce Executive Directors who receive taxpayer money from the City of Chicago, Department of Housing of Economic Development consistently violate this provision. For example TSI, [REDACTED] Snowplowing Incorporated is a member of both the Center Square Chamber of Commerce and Lincoln Square Chamber of Commerce and receives a snow removal contract from both entities. Battalion Chief [REDACTED] is the owner of TSI and subcontracts snow removal work to fellow Chicago Firefighters. In addition, he holds membership in all the Chambers of Commerce and the SSA's that he performs work for. The disclosing party shall not receive anything of value from the contractor or subcontractor. TSI is paying a membership fee to the chambers in order to acquire the contracts.

Clearly violating the City of Chicago Municipal Code that states "No SSAC member, relative of any SSAC member, City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor." Nor shall any city employee be admitted to any share or part of the agreement or to any financial benefit to arise from it."

One has to ask to question how are the Executive Directors of the Chambers of Commerce managing and awarding the contracts and to what extent the Department of

Housing and Economic Development is reviewing and managing the grants they award to Chambers who are clearly in violation of the contractual agreements between the City of Chicago and Special Service Area Commissioners. Who at DHED is in charge of the contracts which include State of Illinois grants, property taxes and TIF dollars that are being funneled to favored City of Chicago employees that are friends of the Chamber of Commerce Executive Directors?

The Economic Disclosure Statements and Agreements between the North Center Square Chamber of Commerce are posted online on the City of Chicago website. They do not reflect any subcontractors under TSI as required under the terms and conditions of the agreement. In many instances are incomplete and offer very vague information on officers of contractors and or subcontractors. The Department of Housing and Economic Development is doing a terrible job in my opinion of monitoring and enforcing the SSA agreements. I find this to be an unfortunate embarrassment for Mayor Emanuel since this is occurring in the ward which he resides and is happening in his own back yard. Your attention to this matter will be deeply appreciated by the citizens of Chicago.

Yours Very Truly,

A Concerned Citizen

Cc: Andy Shaw, Better Government Association  
Cc: John Kass, Chicago Tribune

Municipal Code of the City of Chicago.

**6.02 Economic Disclosure Statement and Affidavit**

The Contractor has provided the City with an Economic Disclosure Statement (EDS) and Affidavit, "Familial Relationships with Elected City Officials and Department Heads," which is attached hereto as Exhibit 3 and incorporated by reference as if fully set forth herein. Contractor shall apprise the Department promptly of any changes in the information provided in the EDS by completing and submitting a revised EDS.

In addition, the Contractor shall provide the City with copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois.

**6.03 Conflict of Interest**

Pursuant to Chapter 2-156 of the Municipal Code of Chicago, and 65 ILCS 5/3.1-55-10, no member of the governing body of the City or other unit of government, no other officer, employee, SSAC member, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement or any related subcontract pertain, and no relative of any SSAC member shall have any personal economic or financial interest, directly or indirectly, in this Agreement or any such subcontract except to the extent that such benefits are provided equally to all residents and/or business owners in the Area. Furthermore, no SSAC member, relative of any SSAC member, City official, agent or employee shall be a Subcontractor, employee or shareholder of the Contractor or receive anything of value from the Contractor.

No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee shall be admitted to any share or part of this Agreement or to any financial benefit to arise from it. The Contractor acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 shall be voidable by the City.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors presently have no financial interest and shall acquire no interest, direct or indirect, in the Services undertaken by the Contractor pursuant to the Agreement that would conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. The Contractor agrees that if the Commissioner in his reasonable judgment determines that any of the Contractor's services for others conflict with the Services the Contractor is to provide for the City under this Agreement, the

# INVOICE

8/18/2010

## Weed Removal

### Location:

Northcenter

SSA #38 Sidewalks & Tree Grates

Irving Park Rd. – Ravenswood to Rockwell

Lincoln Ave. – Addison to Montrose

Western Ave. – Addison to Montrose

### Services to be provided:

Weed Whack and/or Pull weeds that can be easily removed

Application of Weed Killer

Final Removal of Weeds

Additional application of weed killer as/where needed

Completion in approximately 1 – 2 weeks

Total \$3250

Down Payment \$500

Balance Due upon Completion

Down Payment	Total \$500.00
+	2750.00 - Balance
	<hr/>
	\$3250.00

# INVOICE

8/8/2010

## Northcenter Routine Landscape Maintenance

Duration: 6/1-30/2010

\$350

7/1-31/2010

\$350

### Locations:

#### Town Square

(Belle Plaine between Lincoln and Damen)

#### Services to be provided:

- 1) Clean up litter in square
- 2) Cut Grass in parkway and around Northcenter sign near Lincoln Ave.
- 3) Weed-whack along curbs and sidewalks, and around posts and trees, and pavers.
- 4) Clean around all tree grates.
- 5) Trim Trees and Shrubs as needed
- 6) Weed flower bed and planters
- 7) Fertilize garden bed and planters twice (Spring & Fall)
- 8) Apply weed killer to gaps and cracks between pavers, walkways and curbs as needed
- 9) Monitor functionality of sprinkler system

#### Northcenter Obelisk Planter

(Lincoln and Montrose)

#### Services to be provided:

- 1) Clean up litter in and immediately surrounding planter
- 2) Weed planter
- 3) Apply weed killer to gaps and cracks around the perimeter of the planter and the immediate surrounding area

***Amount Due \$700.00***

INVOICE

5/25/2010

**Planting Invoice**

**Northcenter Town Square Landscaping**

(Belle Plaine between Lincoln and Damen, Lincoln/Montrose Planter)

Services provided:

- 1) Repair damage to garden bed from fence installation: removed dirt and contaminated mulch, re-level, new weed screening installed, fresh mulch, fertilized
- 2) Additional Hostas planted in between shrubs (no charge)
- 3) Remove Weeds in Planters,
- 4) Turn Soil in planters
- 5) Transport and Plant Flowers, fertilized, weed preventative
- 6) Annual inspection of sprinkler system: replaced clogged sprayer screens and broken spray nozzles, replaced problematic pop-ups in garden bed, detected ruptured line in zone 2

**\$1370.00**

**\*Please make check payable to:** [REDACTED]

NORTHCENTER CHAMBER OF COMMERCE  
SSA #31 NORTHCENTER  
REVENUEWOOD BANK  
200 W. LAWRENCE AVENUE  
CHICAGO, ILLINOIS 60610  
5/26/2010  
Pay to the Order of [REDACTED]  
\$ \*\*1,370.00  
One Thousand Three Hundred Seventy and 00/100  
05252010 INV Planting Invoice  
1170

# [REDACTED] Posted 6/01/10 \$1,370.00

NORTHCENTER CHAMBER OF COMMERCE  
SSA #38 NORTHCENTER  
REVENUEWOOD BANK  
200 W. LAWRENCE AVENUE  
CHICAGO, ILLINOIS 60610  
5/26/2010  
Pay to the Order of [REDACTED]  
\$ \*\*700.00  
Seven Hundred and 00/100  
06252010 INV Routine Landscape Maintenance  
1171

# [REDACTED] Posted 6/01/10 \$700.00

NORTHCENTER CHAMBER OF COMMERCE  
SSA #39 NORTHCENTER  
REVENUEWOOD BANK  
200 W. LAWRENCE AVENUE  
CHICAGO, ILLINOIS 60610  
5/26/2010  
Pay to the Order of [REDACTED]  
\$ \*\*3,141.00  
Three Thousand One Hundred Forty-One and 00/100  
347 INV April 2010 Services  
1172

# [REDACTED] Posted 6/01/10 \$3,141.00

NORTHCENTER CHAMBER OF COMMERCE  
SSA #38 NORTHCENTER  
REVENUEWOOD BANK  
200 W. LAWRENCE AVENUE  
CHICAGO, ILLINOIS 60610  
5/26/2010  
Pay to the Order of [REDACTED]  
\$ \*\*2,550.00  
Two Thousand Five Hundred Fifty and 00/100  
04242010 STMT SSA 38 Audit Services  
1173

# [REDACTED] Posted 6/01/10 \$2,550.00

NORTHCENTER CHAMBER OF COMMERCE  
SSA KIR NORTHCENTER  
BAYVIEWWOOD BANK  
2200 W. LAWRENCE AVENUE  
CHICAGO, ILLINOIS 60604  
9/17/2010  
\$ 3,250.00  
Three Thousand Two Hundred Fifty and 00/100  
08302010 INV. Weeding SSA Territory

# [REDACTED] Posted 9/23/10 \$3,250.00

NORTHCENTER CHAMBER OF COMMERCE  
SSA KIR NORTHCENTER  
BAYVIEWWOOD BANK  
2200 W. LAWRENCE AVENUE  
CHICAGO, ILLINOIS 60604  
9/17/2010  
\$ 700.00  
Seven Hundred and 00/100  
08182010 INV Contracted Maintenance

# [REDACTED] Posted 9/24/10 \$700.00

NORTHCENTER CHAMBER OF COMMERCE  
SSA KIR NORTHCENTER  
BAYVIEWWOOD BANK  
2200 W. LAWRENCE AVENUE  
CHICAGO, ILLINOIS 60604  
9/17/2010  
\$ 3,141.00  
Three Thousand One Hundred Forty-One and 00/100  
389 INV Sidewalk Maintenance

# [REDACTED] Posted 9/22/10 \$3,141.00



# INVOICE

12/14/2010

## Northcenter Routine Landscape Maintenance

Duration: 8/1-31/2010	\$350
9/1-30/2010	\$350
10/1-31/2010	\$350

### Locations:

#### Town Square

(Belle Plaine between Lincoln and Damen)

#### Services to be provided:

- 1) Clean up litter in square
- 2) Cut Grass in parkway and around Northcenter sign near Lincoln Ave.
- 3) Weed-whack along curbs and sidewalks, and around posts and trees, and pavers.
- 4) Clean around all tree grates.
- 5) Trim Trees and Shrubs as needed
- 6) Weed flower bed and planters
- 7) Fertilize garden bed and planters twice (Spring & Fall)
- 8) Apply weed killer to gaps and cracks between pavers, walkways and curbs as needed
- 9) Monitor functionality of sprinkler system

#### Northcenter Obelisk Planter

(Lincoln and Montrose)

#### Services to be provided:

- 1) Clean up litter in and immediately surrounding planter
- 2) Weed planter
- 3) Apply weed killer to gaps and cracks around the perimeter of the planter and the immediate surrounding area

**Amount Due \$1050.00**

NORTHCENTER CHAMBER OF COMMERCE  
SSA #38 NORTHCENTER  
RAVENSWOOD BANK  
2300 W. LAWRENCE AVENUE  
CHICAGO, ILLINOIS 60626  
1196  
1/10/2011  
Pay to the  
Order of [REDACTED] \$\*\*585.00  
Five Hundred Eighty-Five and 00/100  
[REDACTED]  
RR1 INV Irving Dairy Plants  
[REDACTED]

# [REDACTED] Posted 1/31/11 \$585.00

NORTHCENTER CHAMBER OF COMMERCE  
SSA #38 NORTHCENTER  
RAVENSWOOD BANK  
2300 W. LAWRENCE AVENUE  
CHICAGO, ILLINOIS 60626  
1197  
1/10/2011  
Pay to the  
Order of [REDACTED] \$\*\*14,500.00  
Fourteen Thousand Five Hundred and 00/100  
[REDACTED]  
11050 INV Snowplow Services  
[REDACTED]  
1197

# [REDACTED] Posted 1/24/11 \$14,500.00

NORTHCENTER CHAMBER OF COMMERCE  
SSA #38 NORTHCENTER  
RAVENSWOOD BANK  
2300 W. LAWRENCE AVENUE  
CHICAGO, ILLINOIS 60626  
1198  
1/10/2011  
Pay to the  
Order of [REDACTED] \$\*\*1,050.00  
One Thousand Fifty and 00/100  
[REDACTED]  
12142010 INV (SVC 8/1 - 10/31/2010)  
[REDACTED]

# [REDACTED] Posted 1/24/11 \$1,050.00

# INVOICE

4/30/2011

## **Planting Invoice – Down Payment**

### **Northcenter Town Square Landscaping**

(Belle Plaine between Lincoln and Damen, Lincoln/Montrose Planter)

#### **Services provided:**

- 1) Remove litter, unwanted debris, and old mulch from fence garden bed
- 2) Put down weed preventative and fresh mulch
- 3) Remove Weeds in Planters
- 4) Turn Soil in planters
- 5) Transport mulch, fertilizer, weed preventative and Plant Flowers
- 6) Annual inspection of sprinkler system

**\$685.00**

# Ravenswood Community Bank

Account: [REDACTED]

Period: 4/30/2011 To 5/31/2011

PAGE 3

NORTHWEST CHAMBER OF COMMERCE  
SBA 8(a) MICROBIZ  
1203  
4/27/2011  
\$ 4,036.30  
Four Thousand Thirty-Six and 30/100  
0381113 INV. Street Cleaning  
1203

\$4036.30

NORTHWEST CHAMBER OF COMMERCE  
SBA 8(a) MICROBIZ  
1204  
4/27/2011  
\$ 2,400.00  
Two Thousand Four Hundred and 00/100  
04202011 STMT 2010 Audit Services  
1204

05/04/11 \$2400.00

NORTHWEST CHAMBER OF COMMERCE  
SBA 8(a) MICROBIZ  
1205  
04/20/2011  
\$ 685.00  
Six Hundred Eighty-Five and 00/100  
04302011 INV. Tenth Square Landscape  
1205

1205 05/26/11 \$685.00

NORTHWEST CHAMBER OF COMMERCE  
SBA 8(a) MICROBIZ  
1206  
04/20/2011  
\$ 6,369.50  
Six Thousand Three Hundred Sixty-Nine and 50/100  
2076384 INV. Aard Landscape Maint.  
1206

05/10/11 \$6369.50

NORTHWEST CHAMBER OF COMMERCE  
SBA 8(a) MICROBIZ  
1207  
05/02/2011  
\$ 12,517.50  
Twelve Thousand Five Hundred Seventeen and 50/100  
1980 INV 2011 SBA OI Mgmt  
1207

05/10/11 \$12517.50

# INVOICE

6/26/2011

## **Planting Invoice – Final**

**Northcenter Town Square Landscaping**  
(Belle Plaine between Lincoln and Damen, Lincoln/Montrose Planter)

### Services provided:

- 1) Remove litter, unwanted debris, and old mulch from fence garden bed
- 2) Put down weed preventative and fresh mulch
- 3) Remove Weeds in Planters
- 4) Turn Soil in planters
- 5) Transport mulch, fertilizer, weed preventative and Plant Flowers
- 6) Annual inspection of sprinkler system

**\$685.00**

# INVOICE

6/26/2011

## Northcenter Routine Landscape Maintenance

Duration: 5/1-31/2011

\$350

6/1-30/2011

\$350

### Locations:

#### Town Square

(Belle Plaine between Lincoln and Damen)

#### Services to be provided:

- 1) Clean up litter in square
- 2) Cut Grass in parkway and around Northcenter sign near Lincoln Ave.
- 3) Weed-whack along curbs and sidewalks, and around posts and trees, and pavers.
- 4) Clean around all tree grates.
- 5) Trim Trees and Shrubs as needed
- 6) Weed flower bed and planters
- 7) Fertilize garden bed and planters twice (Spring & Fall)
- 8) Apply weed killer to gaps and cracks between pavers, walkways and curbs as needed
- 9) Monitor functionality of sprinkler system

#### Northcenter Obelisk Planter

(Lincoln and Montrose)

#### Services to be provided:

- 1) Clean up litter in and immediately surrounding planter
- 2) Weed planter
- 3) Apply weed killer to gaps and cracks around the perimeter of the planter and the immediate surrounding area

**Amount Due \$700.00**

# Ravenswood Community Bank

Account: [REDACTED]

Period: 6/30/2011 To 7/31/2011

PAGE 3

254 428 NORTHCENTER DR  
NORTHCENTER CHAMBER OF COMMERCE  
428 N LINCOLN AVE  
CHICAGO, IL 60610-3208

7/7/2011

\$19,108.50

Nineteen Thousand One Hundred Eight Dollars and 50/100

Ravenswood COMMUNITY BANK

2003

07/12/11 \$19108.50

254 428 NORTHCENTER DR  
NORTHCENTER CHAMBER OF COMMERCE  
428 N LINCOLN AVE  
CHICAGO, IL 60610-3208

7/7/2011

\$6,196.80

Six Thousand One Hundred Ninety Six Dollars and 80/100

Ravenswood COMMUNITY BANK

2003

07/14/11 \$6196.80

254 428 NORTHCENTER DR  
NORTHCENTER CHAMBER OF COMMERCE  
428 N LINCOLN AVE  
CHICAGO, IL 60610-3208

7/7/2011

\$700.00

Seven Hundred Dollars

Ravenswood COMMUNITY BANK

2003

07/14/11 \$700.00

254 428 NORTHCENTER DR  
NORTHCENTER CHAMBER OF COMMERCE  
428 N LINCOLN AVE  
CHICAGO, IL 60610-3208

7/7/2011

\$685.00

Six Hundred Eighty Five Dollars

Ravenswood COMMUNITY BANK

2004

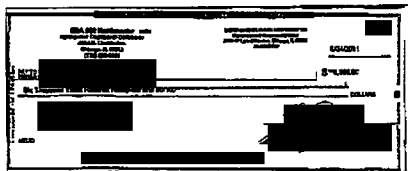
2004 07/14/11 \$685.00

# Ravenswood Community Bank

Account: [REDACTED]

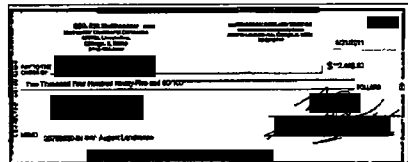
Period: 8/31/2011 To 9/30/2011

PAGE 3



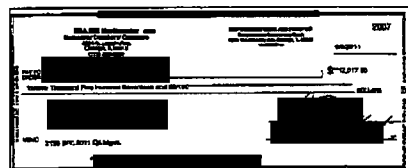
Check image 1: A check from Ravenswood Community Bank, dated 09/19/11, for the amount of \$6396.80. The check is payable to [REDACTED] and includes a MICR line at the bottom.

[REDACTED] 09/19/11 \$6396.80



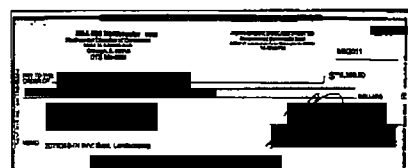
Check image 2: A check from Ravenswood Community Bank, dated 09/13/11, for the amount of \$2495.50. The check is payable to [REDACTED] and includes a MICR line at the bottom.

[REDACTED] 09/13/11 \$2495.50



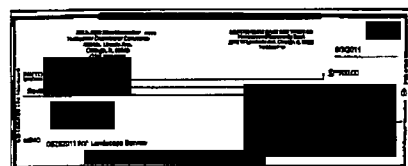
Check image 3: A check from Ravenswood Community Bank, dated 09/22/11, for the amount of \$12517.50. The check is payable to [REDACTED] and includes a MICR line at the bottom.

[REDACTED] 09/22/11 \$12517.50



Check image 4: A check from Ravenswood Community Bank, dated 09/13/11, for the amount of \$6369.50. The check is payable to [REDACTED] and includes a MICR line at the bottom.

[REDACTED] 09/13/11 \$6369.50



Check image 5: A check from Ravenswood Community Bank, dated 09/19/11, for the amount of \$700.00. The check is payable to [REDACTED] and includes a MICR line at the bottom.

[REDACTED] 09/19/11 \$700.00



# INVOICE

8/29/2011

## Northcenter Routine Landscape Maintenance

Duration: 7/1-31/2011

**\$350**

8/1-31/2011

**\$350**

### Locations:

#### Town Square

(Belle Plaine between Lincoln and Damen)

#### Services to be provided:

- 1) Clean up litter in square
- 2) Cut Grass in parkway and around Northcenter sign near Lincoln Ave.
- 3) Weed-whack along curbs and sidewalks, and around posts and trees, and pavers.
- 4) Clean around all tree grates.
- 5) Trim Trees and Shrubs as needed
- 6) Weed flower bed and planters
- 7) Fertilize garden bed and planters twice (Spring & Fall)
- 8) Apply weed killer to gaps and cracks between pavers, walkways and curbs as needed
- 9) Monitor functionality of sprinkler system

#### Northcenter Obelisk Planter

(Lincoln and Montrose)

#### Services to be provided:

- 1) Clean up litter in and immediately surrounding planter
- 2) Weed planter
- 3) Apply weed killer to gaps and cracks around the perimeter of the planter and the immediate surrounding area

***Amount Due \$700.00***

# INVOICE

11/04/2011

## Northcenter Routine Landscape Maintenance

Duration: 9/1-30/2011  
10/1-31/2011

\$350  
\$350

### Locations:

**Town Square**  
(Belle Plaine between Lincoln and Damen)

#### Services to be provided:

- 1) Clean up litter in square
- 2) Cut Grass in parkway and around Northcenter sign near Lincoln Ave.
- 3) Weed-whack along curbs and sidewalks, and around posts and trees, and pavers.
- 4) Clean around all tree grates.
- 5) Trim Trees and Shrubs as needed
- 6) Weed flower bed and planters
- 7) Fertilize garden bed and planters twice (Spring & Fall)
- 8) Apply weed killer to gaps and cracks between pavers, walkways and curbs as needed
- 9) Monitor functionality of sprinkler system

**Northcenter Obelisk Planter**  
(Lincoln and Montrose)

#### Services to be provided:

- 1) Clean up litter in and immediately surrounding planter
- 2) Weed planter
- 3) Apply weed killer to gaps and cracks around the perimeter of the planter and the immediate surrounding area

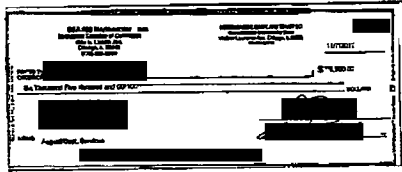
***Amount Due \$700.00***

# Ravenswood Community Bank

Account: [REDACTED]

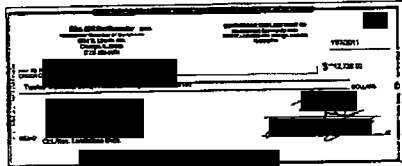
Period: 10/31/2011 To 11/30/2011

PAGE 3



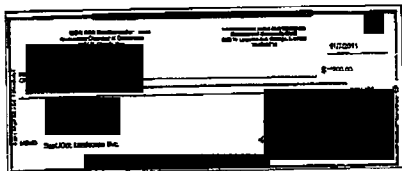
Check image 1: A check from Ravenswood Community Bank, dated 11/15/11, for \$6500.00. The check is payable to [REDACTED] and includes a MICR line at the bottom.

[REDACTED] 11/15/11 \$6500.00



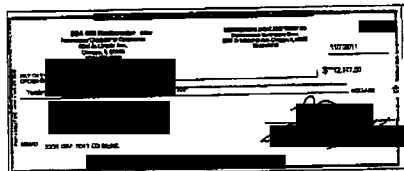
Check image 2: A check from Ravenswood Community Bank, dated 11/14/11, for \$12739.00. The check is payable to [REDACTED] and includes a MICR line at the bottom.

[REDACTED] 11/14/11 \$12739.00



Check image 3: A check from Ravenswood Community Bank, dated 11/18/11, for \$700.00. The check is payable to [REDACTED] and includes a MICR line at the bottom.

[REDACTED] 11/18/11 \$700.00



Check image 4: A check from Ravenswood Community Bank, dated 11/18/11, for \$12517.50. The check is payable to [REDACTED] and includes a MICR line at the bottom.

[REDACTED] 11/18/11 \$12517.50

INVESTIGATIONS DIVISION  
General Investigations Division

CL #1052944

Page 1 of 3

Statement of: Witness, [REDACTED] relative to  
the following allegations:

Statement Taken at: [REDACTED]

Questioned and Typed: Sergeant Majed Assaf #1778

Date and Time: 24 April 2012 at 1100 hours

**Body of Statement**

---

ASSAF: Please state your name and date of birth?

[REDACTED]: [REDACTED], [REDACTED]

ASSAF: What is your address of residence and telephone number?

[REDACTED]: [REDACTED], Ph # [REDACTED]

ASSAF: Are you currently employed?

[REDACTED]: Yes, North Center Chamber of Commerce.

ASSAF: What is your marital status?

[REDACTED]: Married.

ASSAF: Do you speak, read and write the English language?

[REDACTED]: Yes.

ASSAF: Are you going to be able to read and confirm the content of this statement?

[REDACTED]: Yes.

ASSAF: Are you giving this statement of your own free will and without the  
promise of exoneration or reward of any type being given to you?

[REDACTED]: Yes.

ASSAF: Are you ready to give your statement at this time?

[REDACTED]: Yes.

ASSAF: What is your current status at the North Center Chamber of commerce?  
Executive Director.

ASSAF: What are your responsibilities?

[REDACTED]: I oversee all activities at the North Center Chamber of Commerce.

ASSAF: How are you acquainted with Officer [REDACTED]



**INVESTIGATIONS DIVISION**  
**General Investigations Division**

**CL #1052944**

**Page 2 of 3**

██████████ was a vendor for our SSA. He did some easy maintenance and landscaping in the town square at Lincoln and Belle Plaine. He also did some other landscaping at the obelisk at Montrose and Lincoln and Damen and Irving.

ASSAF: During what time period was Officer ██████████ contracted?  
██████████ Approximately 2006 through 2011.

ASSAF: When did you become aware of his employment with the Chicago Police Department?

██████████ When he entered the police academy in approximately 2010.

ASSAF: What percentage of the funds to the North Center Chamber of Commerce comes from the City of Chicago?

██████████ Averaged at about 10% over the last few years.

ASSAF: What percentage of the funds from the City of Chicago goes towards landscaping?

██████████ 100% is paid through the SSA.

ASSAF: Are the SSA accounts funded from City of Chicago sources?  
██████████ Yes.

ASSAF: Was Officer ██████████ services paid from these funds?  
██████████ Yes.

ASSAF: Was officer ██████████ aware that he was being paid through funding from the City of Chicago?

██████████ I believe that Officer ██████████ was aware that he was being paid by the SSA. However, I don't believe Officer ██████████ had a fundamental understanding of what the SSA was or how it was funded. I could have told him that he was working for the "ABC" and it would have made no difference to his understanding of the sources of the monies.

ASSAF: Whose responsibility was it to tell Officer ██████████ where the money was coming from?

██████████ Until the advisory ethics ruling in April 2012, no City agency ever informed SSA #38 commissioners or its management company (The NCC) that there was a prohibition against the retaining of services of Chicago employees. Inquiries of vendors were limited to being licensed and insured.

ASSAF: Are you familiar with Economic Disclosure Statements?  
██████████ Yes.

ASSAF: Whose responsibility is it at the North Center Chamber of Commerce to complete and submit EDS of the management company (NCC)?

██████████ I am.



Page 3 of 3

ASSAF: What responsibility did Officer [REDACTED] have relative to the aforementioned Economic Disclosure Statements?  
[REDACTED] Office [REDACTED] had no active responsibility in filling out the EDS. As EDS are routine paperwork for the chamber it would have never been brought to his attention.

ASSAF: Why did you not declare his status as an employee of the Chicago Police Department on the EDS submitted in 2010 and 2011?  
[REDACTED] We had no knowledge that Officer [REDACTED]'s employment status with CPD was relevant to being retained by the SSA. Department of Housing and Economic Development or its predecessor Department of Planning and Development never instructed us to inquire or list other employment of retained parties.

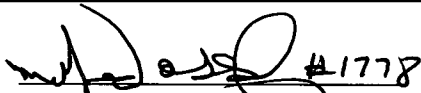
ASSAF: Is there anything else you want to add?  
[REDACTED] Officer [REDACTED] has always done very good work for the SSA; Fully completing all of his responsibilities. At no time did he ever provide any services of a security or police nature.

ASSAF: After reading this statement consisting of 3 pages and finding it to contain the answer you gave to the questions you were asked, will you sign it?  
[REDACTED] Yes.

Statement Concluded at: 1145 hours.

[REDACTED]

4/24/12

  
Sergeant Majed Assaf #1778

**EMPLOYEE STATEMENT OF COMPLIANCE  
ALL EMPLOYEE ETHICS TRAINING**

*Type or Print Legibly*

Employee Name: **Listed Below**

Department: **Department of Police**

Position or Title: \_\_\_\_\_

Employee ID#: **Listed Below**

This document shall serve as notice that the employees listed below are compliant with the City's Ethics Ordinance, Section 2-156-145(B). The following report was generated from the online ethics training application on **see below**.

<b>Training Name</b>	<b>Last Name</b>	<b>First Name</b>	<b>Department</b>	<b>Emp Id</b>	<b>Training Status</b>	<b>Date User Started Training</b>	<b>Date User Completed Training</b>
Ethics Training 2010	Bilski	Dennis	CPD	██████	Completed	07/26/2010	07/26/2010
Ethics Training 2011	Bilski	Dennis	CPD	██████	Completed	10/05/2011	10/05/2011

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature of Board Staff*

\_\_\_\_\_  
*For Official Use only:*

\_\_\_\_\_, by \_\_\_\_\_  
*Date* *Edward Primer, Program Director*

Send this statement to the City of Chicago Board of Ethics, 740 N. Sedgwick, Room 500, Chicago, IL 60654, Attn: Ed Primer, Program Director  
Fax: 312.744.2793

**INVESTIGATIONS DIVISION**  
**General Investigations Section**

**02 May 2012**  
**CL #1052944**

**Page 1 of 3**

**Statement Of:** Accused, Police Officer Dennis BILSKI, Star #11268, Employee # [REDACTED] Unit 011, relative to the following allegations:

1. It is alleged by the complainant, Commander Robert KLIMAS, Unit 121, that between May 2010 and November 2010 at [REDACTED], the accused P/O Dennis BILSKI #11268, Employee # [REDACTED] Unit 011, violated the City of Chicago ethics ordinance by sub-contracting with the Northcenter Chamber of Commerce to provide landscaping services for Special Service Area (SSA) #38, which receives funding from the City of Chicago.
2. It is alleged by the complainant, Commander Robert KLIMAS, Unit 121, that between May 2011 and November 2011 at 4054 N. Lincoln Ave., the accused P/O Dennis BILSKI #11268, Employee # [REDACTED] Unit 011, violated the City of Chicago ethics ordinance by sub-contracting with the Northcenter Chamber of Commerce to provide landscaping services for Special Service Area (SSA) #38, which receives funding from the City of Chicago.

**Statement Taken at:** Bureau of Internal Affairs

**Questioned and Typed:** Sergeant Majed Assaf #1778, Unit 121

**Date and Time:** 02 May 2012 at 1600 hours

---

**Body of Statement**

---

ASSAF: Please state your name, rank, star number and unit of assignment?  
BILSKI: Dennis BILSKI, Police Officer, Star #11268, 011<sup>th</sup> District.

ASSAF: What is your date of appointment and your employee number?  
BILSKI: 16 December 2009, Employee # [REDACTED]

ASSAF: Have you been advised in writing of the allegations against you, the name of the complainant, the date/time of the incident(s) and your administrative rights?

BILSKI: Yes.

ASSAF: Did you read and understand these allegations and your rights?  
BILSKI: Yes.

ASSAF: Are you represented by a counsel of your choice, if so, identify him/her or the record?  
BILSKI: Yes, My attorney [REDACTED]

ASSAF: What is your attorney's address and phone number?  
BILSKI: [REDACTED]

*DB*



INVESTIGATIONS DIVISION  
General Investigations Section

02 May 2012  
CL #1052944

Page 2 of 3

ASSAF: Rule 14 of the Chicago Police Department's Rules and Regulations prohibits making a false report written or oral. You may be separated from the Chicago Police Department if you make a false report. Do you understand this?

BILSKI: Yes.

ASSAF: Are you aware that this statement has the standing of an official Chicago Police Department report and that any intentional falsification of any answer to any question would be in direct violation of Department Rules and Regulations and could result in additional charges being placed against you?

BILSKI: Yes.

ASSAF: Are you ready to give your statement at this time?

BILSKI: Yes. This statement is not being given voluntarily, but under duress. I am only giving this statement at this time because I know I will lose my job if I refuse.

ASSAF: Do you have a financial interest in a landscaping business?

BILSKI: Yes.

ASSAF: Are you full owner or a co-owner in that business?

BILSKI: Full.

ASSAF: What is the name of your landscaping business?

BILSKI: Dennis BILSKI.

ASSAF: How are you acquainted with the Northcenter Chamber of Commerce?

BILSKI: I was familiar with the executive Director [REDACTED]

ASSAF: Did you provide any services for the Northcenter Chamber of Commerce?

BILSKI: Yes.

ASSAF: What services did you provide?

BILSKI: Landscaping type and handyman.

ASSAF: With whom did you conduct business with at the Northcenter Chamber of Commerce?

BILSKI: The Executive Director.

ASSAF: During what time period were you contracted by the Northcenter Chamber of Commerce?

BILSKI: April 2006 through November 2011. Upon being made aware of the restrictions by the Board of Ethics I sent notice to the Northcenter Chamber of Commerce terminating my contract for 2012.

ASSAF: How did you receive payment for your services?

BILSKI: I received a check.

*DB*

CPD 0070926

**INVESTIGATIONS DIVISION**  
**General Investigations Section**

**02 May 2012**  
**CL #1052944**

**Page 3 of 3**

ASSAF: Were you aware of the source of origin of the funds with which the Northcenter Chamber of Commerce was compensating you for your landscaping services?

BILSKI: I did not know the actual source. All I knew was that it was the Northcenter Chamber of Commerce. On the check it said SSA 38. No one ever explained to me what SSA 38 was nor that the funds were coming from the City of Chicago.

ASSAF: Prior to 2012, did you receive any training relative to restrictions on contracting with the City of Chicago?

BILSKI: No.

ASSAF: Prior to 2012, did you receive training relative to restrictions barring City employees from having financial interest in entities receiving compensation from funds derived from City of Chicago sources?

BILSKI: No.

ASSAF: Is there anything else that you want to add?

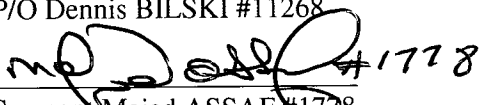
BILSKI: No.

ASSAF: After reading this statement consisting of 3 pages and finding it to contain the answers you gave to the questions you were asked, will you sign it?

BILSKI: Yes.

**Statement Concluded at: 1633 hours**

  
\_\_\_\_\_  
P/O Dennis BILSKI #11268

  
\_\_\_\_\_  
Sergeant Majed ASSAF #1778

**INVESTIGATIONS DIVISION**  
**General Investigations Section**

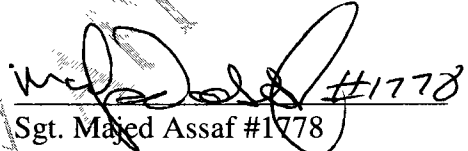
**02 May 2012**  
**CL #1052944**

**TO:** Lt. Frederick Melean  
Commanding Officer  
Investigations Division  
General Investigations Section

**FROM:** Majed Assaf  
Sergeant  
Investigations Division  
General Investigations Section

**SUBJECT:** Copy of Accused/Witness Statement

On 02 May 2012 at 1637 hrs, the undersigned provided P/O Dennis BILSKI and his attorney [REDACTED] each a copy of P/O BILSKI'S statement.

  
Sgt. Majed Assaf #1778

**INVESTIGATIONS DIVISION**  
**General Investigations Section**

**19 April 2012**  
**CL #1052944**

**Page 1 of 1**

**TO:** Juan Rivera  
Chief  
Bureau of Internal Affairs

**Attn:** Lt. Frederick Melean  
Commanding Officer  
Investigations Division  
General Investigations Section

**FROM:** Sergeant Majed Assaf #1778  
Investigations Division  
General Investigations Section

**SUBJECT:** Telephonic Interview

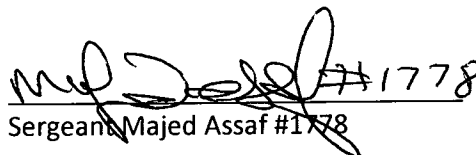
**WITNESS:** [REDACTED]  
Assistant Commissioner  
Department of Housing & Economic Development

On 19 April 2012, the undersigned contacted Ms. [REDACTED] via telephone at [REDACTED]. The purpose of the telephone contact was to obtain a better understanding of what Special Service Areas were and how the Economic Disclosure Statement process worked.

[REDACTED] related the following in essence and not verbatim:

Special Service Areas are geographical areas with-in neighborhoods in the City of Chicago that are designated and approved by the City council and the Mayor. Through State statute, these areas are funded via a tax levy that is imposed on businesses with-in the Special Service Area. The City Council contracts with an entity, commonly a Chamber of Commerce with-in the SSA, to administer the needs of that SSA. The Chamber of Commerce will then sub-contract with various vendors to provide landscaping, snow removal and general maintenance with-in the area. These vendors are then paid from funds provided by the City of Chicago via the tax levy.

The Economic Disclosure Statement is a document which is submitted annually. It is the responsibility of the contractor (In this instance, the Northcenter Chamber of Commerce) to complete and submit it. The Economic Disclosure Statement, among other elements, names the vendors that are "anticipated" to be sub-contracted or "retained" from the previous fiscal year. It is the responsibility of the Contractor (NCCC) and not the vendors to ensure that all vendors meet the requirements and are not in violation of any restrictions mandated by State laws and/or City Ordinances.

  
Sergeant Majed Assaf #1778

Page 1 of 4

**Statement Of:** Witness, Sergeant Maurice BARNES, Star #2004, Employee # [REDACTED], Unit 606,  
relative to the Arrest of Mr. [REDACTED] CB [REDACTED]

**Statement Taken at:** Bureau of Internal Affairs

**Questioned and Typed:** Sergeant Majed Assaf #1778, Unit 121

**Date and Time:** 26 April 2012 at 1000 hours

---

**Body of Statement**

---

ASSAF: Please state your name, rank, star number and unit of assignment?  
BARNES: Maurice BARNES, Sergeant, Star #2004, Unit 606.

ASSAF: What is your date of appointment and your employee number?  
BARNES: 11 August 1986, Employee # [REDACTED]

ASSAF: Are you aware that you are only being questioned as a witness at this time?  
BARNES: Yes.

ASSAF: Are you represented by a counsel of your choice, if so, identify him/her for the  
record?  
BARNES: No.

ASSAF: **Rule 14 of the Chicago Police Department's Rules and Regulations prohibits  
making a false report written or oral. You may be separated from the Chicago  
Police Department if you make a false report. Do you understand this?**  
BARNES: Yes.

ASSAF: Are you aware that this statement has the standing of an official  
Chicago Police Department report and that any intentional  
falsification of any answer to any question would be in direct  
violation of Department Rules and Regulations and could result in  
additional charges being placed against you?  
BARNES: Yes.

ASSAF: Are you ready to give your statement at this time?  
BARNES: Yes. This statement is not being given voluntarily, but under duress. I am only  
giving this statement at this time because I know I will lose my job if I refuse.

ASSAF: What is your current Unit assignment?  
BARNES: Unit 606 Central Investigations Section – Fugitive Apprehension

ASSAF: How long have you been assigned there?

*M.B.*

Page 2 of 4

BARNES: Approximately 4 years.

ASSAF: Were you assigned to that unit on or about 06 July 2011?

BARNES: Yes.

ASSAF: What are your primary duties?

BARNES: Supervising Sergeant at the time for Area 2, now it's Area South.

ASSAF: What area of the City does your unit cover?

BARNES: The far south side of the City. At the time that included Districts 3, 4, 5, 6 and 22.

ASSAF: Does that area experience a high rate of criminal activity?

BARNES: Yes.

ASSAF: What types of crimes occur in that area?

BARNES: Homicides, Armed Robberies, Sexual Assaults, Burglaries, Aggravated Batteries, it pretty much runs the whole spectrum.

ASSAF: What is the focus of your mission?

BARNES: The focus of the team's mission is to apprehend fugitives/Wanted subjects in Area 2 then or Area South now.

ASSAF: Did you supervise P/O Robert WALKER?

BARNES: Yes.

ASSAF: Did you assign P/O Robert WALKER an Investigative Alert for a Mr. [REDACTED]

BARNES: I don't recall if it was Officer WALKER or JAYCOX but it was one of those two.

ASSAF: How did you become aware of the Investigative Alert?

BARNES: Well daily what I do as a sergeant is go into DATA WAREHOUSE and I check for the most current Alerts for the Area 2/SOUTH and basically I check for the most serious crimes down to the less serious ones and then assign them to members on my team.

ASSAF: Do you know the victim [REDACTED] of the incident that resulted in the Investigative Alert?

BARNES: No.

ASSAF: Are you aware of any type of relationship between Sergeant WRIGHT and [REDACTED]

BARNES: No.

ASSAF: Prior to assigning P/O WALKER the Investigative Alert involving Mr. [REDACTED] did you review the case reports, Supplementary Reports or any other documents to analyze the merits of the Investigative Alert?

*M.B.*

Page 3 of 4

BARNES: The only thing I reviewed was the actual investigative Alert and the narrative in it not the actual reports.

ASSAF: Is that your normal method of operation?

BARNES: Basically once I look up the Alert and assign it, the officers assigned will begin to look up the pertinent reports and attempt to go find the subject of the Alert. My responsibility is to look at the Alerts and assign them. Once the Alert is in the system it is understood that the Area Sergeants have reviewed and approved the Alerts.

ASSAF: During the week prior to 06 July 11, why did you repeatedly inquire about the status of the [REDACTED] investigative Alert with P/O WALKER?

BARNES: My normal routine with my officers is to meet with the officers and ask them about the more serious cases. I do this as part of my daily routine to keep up to date with the status and activity of my officers. I may have discussed the status of that case with him while discussing the other more serious cases but I did not specifically concentrate on that one in particular.

ASSAF: Do you know Sergeant David WRIGHT Jr.?

BARNES: Yes.

ASSAF: What is the extent of your relationship?

BARNES: Just on the job relationship.

ASSAF: Are you friends?

BARNES: No.

ASSAF: How often do you interact with him?

BARNES: I see him once a week or week and a half. He is on afternoons and I am on days, I may run across him if we are there late on an arrest. Maybe 2 or 3 times a year he may call me on the phone if he sees my team working late and ask me to see if we could locate someone on a Homicide or other serious crime that may have just occurred.

ASSAF: Did Sergeant WRIGHT Jr. call you and ask you to assist on the [REDACTED] case?

BARNES: No.

ASSAF: Did any Area 2/South detectives call you and ask you to assist on the [REDACTED] case?

BARNES: No.

ASSAF: Did you find it awkward that an incident that occurred in Area 1 was being investigated in Area 2?

BARNES: I found odd but I have seen it on occasion where Areas will issue Alerts for incidents in other Areas.

*M.B.*

Page 4 of 4

ASSAF: Is there anything else that you want to add?

BARNES: No.

ASSAF: After reading this statement consisting of 4 pages and finding it to contain the answers you gave to the questions you were asked, will you sign it?

BARNES: Yes.

Statement Concluded at: 1053 hours

A handwritten signature in black ink, appearing to read "Maurice Barnes", with the number "#2004" written to the right of the signature.

Sergeant Maurice BARNES #2004

A handwritten signature in black ink, appearing to read "Majed ASSAF", with the number "#1778" written to the right of the signature.

Sergeant Majed ASSAF #1778



**BUREAU OF INTERNAL AFFAIRS**  
**Investigations Division**  
**General Investigations Section**

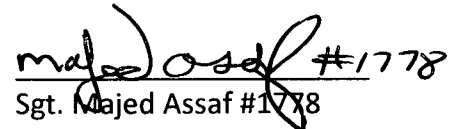
**03 May 2012**  
**CL No. 1052944**

**TO:** Commanding Officer  
Investigations Division  
General Investigations Section

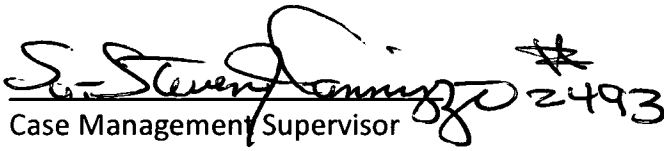
**FROM:** Sergeant Majed Assaf #1778  
Investigations Division  
General Investigations Section

**SUBJECT:** Approval of Complaint Log Investigation No. 1052944

The attached Complaint Log Investigation has been completed and is submitted for your approval.

  
Sgt. Majed Assaf #1778

**APPROVED:**

  
Case Management Supervisor  
Investigations Division  
General Investigation Section

# SUMMARY REPORT DIGEST

## CHICAGO POLICE DEPARTMENT

LOG NO  
1052944TYPE  
CRDATE OF REPORT  
03-MAY-2012

INSTRUCTIONS: To be used in all cases that are to be classified as either **EXONERATED**, **UNFOUNDED**, **NOT SUSTAINED**, **NO AFFIDAVIT**, or in **SUSTAINED** cases where the Disciplinary Recommendation does not exceed Five (5) DAYS SUSPENSION.

**TO:** DEPUTY SUPERINTENDENT, BUREAU OF PROFESSIONAL STANDARDS  
**ATTENTION:** CHIEF, INTERNAL AFFAIRS DIVISION

FROM - INVESTIGATOR'S NAME	RANK	STAR NO	EMPLOYEE NO	UNIT ASSIGNED	UNIT DETAILED
ASSAF, MAJED	9171	1778		121	

REFERENCE NOS.(LIST ALL RELATED C.L., C.B., I.R., INVENTORY NOS., ETC., PERTINENT OF THIS INVESTIGATION)

INCIDENT ADDRESS:	DATE / TIME:	BEAT: 0
-------------------	--------------	---------

### ACCUSED

NAME	RANK	STAR NO	EMP NO	UNIT ASSIGNED	UNIT DETAILED	SEX/RACE	DOB	APPOINTED DATE	ON DUTY ?	SWORN ?
BILSKI, DENNIS J	9161	11268		011		M / WHI		16-DEC-2009	NO	YES

### REPORTING PARTY

NAME	ADDRESS*	CITY STATE	TELEPHONE	SEX / RACE	DOB / AGE
KLIMAS, ROBERT	RANK: 9752, STAR NO: , EMP NO:			M / WHI	/ 54

### VICTIMS

NAME	ADDRESS*	CITY STATE	TELEPHONE	SEX / RACE	DOB / AGE
------	----------	------------	-----------	------------	-----------

### WITNESSES

NAME	ADDRESS*	CITY STATE	TELEPHONE	SEX / RACE	DOB / AGE
				M / WHI	/ 36
				F / WHI	/

\* IF CPD MEMBER, LIST RANK, STAR, EMPLOYEE NOS. IN ADDRESS, PAX/BELL IN TELEPHONE BOX

### ALLEGATIONS

**Accused #1:** Police Officer, Dennis BILSKI, Star #11268, Employee # , Unit 011.

**Allegation #1:** It is alleged by the complainant, Commander Robert KLIMAS, Unit 121, that between May 2010 and November 2010 at 4054 N. Lincoln Ave., the accused P/O Dennis BILSKI #11268, Employee # , Unit 011, violated the City of Chicago ethics ordinance by sub-contracting with the Northcenter Chamber of Commerce to provide landscaping services for Special Service Area (SSA) #38, which receives funding from the City of Chicago.

**Allegation #2:** It is alleged by the complainant, Commander Robert KLIMAS, Unit 121, that between May 2011 and November 2011 at 4054 N. Lincoln Ave., the accused P/O Dennis BILSKI #11268, Employee # , Unit 011, violated the City of Chicago ethics ordinance by sub-contracting with the Northcenter Chamber of Commerce to provide landscaping services for Special Service Area (SSA) #38, which receives funding from the City of Chicago.

## SUMMARY

The undersigned was assigned this investigation via the normal channels of this command on 12 April 2012 and acknowledged receipt on same. The undersigned obtained the Northcenter Chamber of Commerce Economic Disclosure Statements for the 2011 and 2012 fiscal years, the Board of Ethics Advisory Opinion, P/O Dennis BILSKI'S landscaping invoices and SSA #38 cancelled checks paid to the order of Dennis BILSKI (Attachments 4, 5, 6, 7, and 8).

The undersigned discovered that this Complaint Log investigation was initiated in response to a Board of Ethics investigation which was initiated relative to a letter written and forwarded by an anonymous source alleging that the accused, P/O Dennis BILSKI was in violation of the City of Chicago employee Code of Ethics due to being sub-contracted by the Northcenter Chamber of Commerce to provide landscaping services for SSA #38. Special Service Areas are geographical areas with-in neighborhoods in the City of Chicago that are designated and approved by the City council and the Mayor. Through State statute, these areas are funded via a tax levy that is imposed on businesses with-in the Special Service Area. The City Council contracts with an entity, commonly a Chamber of Commerce with-in the SSA, to administer the needs of that SSA. The Chamber of Commerce will then sub-contract with various vendors to provide landscaping, snow removal and general maintenance with-in the area. These vendors are then paid from funds provided by the City of Chicago via the tax levy.

(SEE ATTACHED PAGES)

## ATTACHMENTS

INVESTIGATIVE REPORTS - SUPPORTING ALLEGATIONS LIST ATTACHMENTS NUMBER	INVESTIGATIVE REPORTS - SUPPORTING ACCUSED MEMBERS(S) LIST ATTACHMENTS NUMBER:	PHYSICAL EVIDENCE LIST ATTACHMENTS NUMBERS:	TOTAL NUMBER OF ATTACHMENTS SUBMITTED WITH THIS FILE:
0	4, 5, 6, 7, 8, 9 and 10	0	14

## FINDINGS - RECOMMENDATIONS

**Accused #1:** Police Officer, Dennis BILSKI, Star #11268, Employee # [REDACTED] Unit 011.

**Allegation #1:** UNFOUNDED

**Allegation #2:** UNFOUNDED

**Recommendations:** No disciplinary action warranted – case to be filed.

DATE INITIATED  
(Date incident was received for investigation)

12-APR-2012

DATE COMPLETED (Date of this report)

03-MAY-2012

ELAPSED TIME  
(Total time expressed in days)

21

Investigator will initiate the Command Channel Review form by  
completing the Investigator's Section.

INVESTIGATOR'S SIGNATURE

*Mel J. [Signature]* #1778

IF NECESSARY, USE AN 8 1/2 x 11" SHEET OF WHITE PAPER TO CONTINUE ANY ITEM

Page 1 of 2

### SUMMARY REPORT DIGEST Continued

The undersigned reviewed the Board of Ethics Advisory opinion (Attachment #7) and discovered that their investigation determined that P/O Dennis BILSKI, although technically in violation, was not culpable due to not having received the pertinent ethics training relative to restrictions on contracting with the City. The undersigned requested and reviewed P/O BILSKI'S training record (Attachment #10) and confirmed the Advisory Opinion. P/O BILSKI'S appointment date to the Department was on 16 December 2009. The last time the City of Chicago mandatory employee ethics training program covered restrictions on contracting with the City was in 2007, two years prior to P/O BILSKI'S employment.

The secondary issue involving P/O BILSKI'S knowledge, or lack thereof, was the annual Economic Disclosure Statements that are required to be submitted to the Special Service Area Commission for oversight. On 19 April 2012, the undersigned contacted Ms. [REDACTED] Assistant Commissioner, Department of Housing and Economic Development via telephone at 312-744-8356. The purpose of the telephone contact was to obtain a better understanding of what Special Service Areas were and how the Economic Disclosure Statement process worked.

[REDACTED] explained that the Economic Disclosure Statement is a document which is submitted annually. It is the responsibility of the contractor (In this instance, the Northcenter Chamber of Commerce) to complete and submit it. The Economic Disclosure Statement, among other elements, names the vendors that are "anticipated" to be sub-contracted or "retained" from the previous fiscal year. It is the responsibility of the Contractor (NCCC) and not the vendors to ensure that all vendors meet the requirements and are not in violation of any restrictions mandated by State laws and/or City Ordinances.

On 24 April 2012, the undersigned went to the Northcenter Chamber of Commerce at 4054 N. Lincoln Ave. to take the formal statement of Northcenter Chamber of Commerce Executive Director [REDACTED]. In his statement, (Attachment #9), [REDACTED] related the following in essence and not verbatim: He is the Executive Director for the Northcenter Chamber of Commerce and part of his duties is retaining vendors to provide services for SSA #38. He further related that he sub-contracted with P/O BILSKI beginning in 2006 (prior to P/O BILSKI being hired by the Chicago Police Department) to provide landscaping work and general maintenance for SSA #38. He also related that he never informed P/O BILSKI that the funds for SSA #38 were derived from the City of Chicago nor did P/O BILSKI have a fundamental understanding of what SSA #38 was. [REDACTED] also acknowledged that it was his responsibility as Executive Director to complete and submit the Economic Disclosure Statements and that P/O BILSKI nor any other vendor had any role or responsibility in filing them.

The accused P/O BILSKI was served with Administrative Proceedings Rights and Notification of Charges/Allegations and reported to the Bureau of Internal Affairs offices for a formal statement. In his statement (Attachment #13), P/O BILSKI related the following in essence and not verbatim: P/O BILSKI acknowledged being contracted by the Northcenter Chamber of Commerce to provide landscaping and general maintenance between 2006 and

**Page 2 of 2**

2011. He related that he gave the Northcenter Chamber of Commerce notice in 2012 that he would not be able to continue providing service for them due to being made aware of the Advisory Opinion by the Board of Ethics. P/O BILSKI acknowledged not receiving the relevant training due to it not being provided in 2010 and 2011. He further related that he did not have an understanding of what SSA #38 was nor of the source of the funding from which he was receiving payment for his services. He also related that he was never told by anyone at the Northcenter Chamber of Commerce that the funding was from the City of Chicago.

Based on the undersigned's investigation, the empirical evidence and the statements of the involved parties, the undersigned recommends this case be **UNFOUNDED**.

## Attachments

No.	Type	Narrative
1	FACE SHEET	
2	CONFLICT CERTIFICATION	
3	SWORN AFFIDAVIT FROM COMPLAINANT	Sworn Affidavit Not required
4	REPORT (OTHER)	Economic Disclosure Statement for Fiscal Year 2012
5	REPORT (OTHER)	Economic Disclosure Statement for Fiscal Year 2012 continued
6	REPORT (OTHER)	Economic Disclosure Statement for Fiscal Year 2011
7	REPORT (OTHER)	Board of ethics Advisory Opinion
8	REPORT (OTHER)	Copies of PO BILSKI landscaping invoices and cancelled SSA #38 Checks
9	REPORT (OTHER)	Statement of Witness [REDACTED]
10	REPORT (OTHER)	PO BILSKI Ethics Training record
11	ACCUSED NOTIFICATION OF ALLEGATIONS FOR BILSKI, DENNIS	
12	STATEMENT OF POLICE OFFICER	Statement of PO BILSKI
13	REPORT (OTHER)	PO BILSKI and attorney each given copy of report
14	REPORT (OTHER)	Progress Report - Telephonic Interview of [REDACTED]